NAME OF THE WORK: APPOINTMENT OF CONCESSIONAIRE ON TIPPING FEE BASIS TO EXECUTE THE COMPREHENSIVE INTEGRATED SOLID WASTE MANAGEMENT FACILITIES INCLUDING COLLECTION AND TRANSPORTATION OF MSW FROM DOOR-TO-DOOR TO DESIGNATED SECONDARY TRANSFER STATIONS, SECONDARY TRANSPORTATION FROM TRANSFER STATIONS TO DESIGNATED PROCESSING CENTRES AND FURTHER PROCESSING AND DISPOSAL OF THE 4 PACKAGES" (HEREIN REFERRED AS "THE PROJECT") OF BBMP AND BENGALURU URBAN DISTRICT JURISDICTION BY SEEKING PRIVATE SECTOR PARTICIPATION ON PUBLIC PRIVATE PARTNERSHIP ("PPP MODE - DBFOT MODEL)

TENDER NOTIFICATION NO: DGM-1/BSWML/TEND/08/2024-25, DATED: 07.11.2024

REPLIES TO THE PRE-BID QUERIES.

PREBID MEETING HELD ON: 25.11.2024.

SL.No	Reference Vol / Page No / Clause	Text Provide in REP / DCA	Query In Details	Reply	RITES Comments /Remarks
T. Kiruba Shabnkar (Elkoplast India) (pkg-4)					
1	General Point	Contracting Points	The tender has contracting points in the tender, We request the authority to re-evaluate them: C&T Process condenses after 5 years and its not logical for a concessionaire to bid today and take up the project after 5 years or if a current package gets cancelled.	Tender Condition prevails	
2	Volume I / Page 55 / 3. Criteria for Evaluation / 3.1.3 (a)	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (a): a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks	We request the authority to change the criteria for evaluation from the No of projects undertaken to either from the No of households covered or the tonnage carried in the previous projects. We also request to change the marking system based on that.	Refer Addendum-04	Addendum:

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		OR c. 1(one) project: 2 marks			
3	Volume I / Page 56 / 3. Criteria for Evaluation / 3.1.3 (a)	The comparative size and quality of Similar Assignments: assigned in the contract of the experience certificate attached then the score i. If KPI of the contract executed above 75%: 6 marks Or ii. If KPI of the contract executed between 60% to 75%: 4 Marks Or iii. If KPI of the contract executed between 50% to 60%: 2 Marks Or iv. If KPI of the contract executed between 50% to 60%: 2 Marks Or v. If KPI of the contract executed is less than 50%: 1 Mark	We want the authority to let us know the meaning of (KPI of the contract executed above or between a certain percentage) does that mean the percentage is about the payment involved in a KPI Project.	Refer the addendum no. 04 for the change in eligibility criteria	

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4	Volume I / Page 57 / 3. Criteria for Evaluation / 3.1.3 (a)	Overall experience of the bidder a. If the bidder executed the contracts for C&T for Primary plus Secondary transportation by deploying the primary vehicles and secondary transportation through hook loaders and maintained at-lest 2Transfer stations: 2 marks OR b. Collection & Primary transportation alone or Secondary transportation: 1 mark	Requesting the authority to remove the option of (at-least 2 transfer station)	Refer the addendum number 04 for the eligibility criteria	
5	Volume I / Page 59 / 3. Criteria for Evaluation / 3.1.3 (a)	Section-C: Relevant Experience of the Key Personnel Team Leader 9 marks Safety Expert 6 marks Financial Analyst 8 marks Environmental Expert 7 marks	We ask the authority to reconsider the marking system provided for key personal and also to make changes to the experience and degree each personal should have.	Refer the addendum number 04 for the eligibility criteria	

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6	Volume II / Page 19 - 20 / Article 2 Scope of Work / 2.6.3 - 2.6.6	2.6.3 Facilities towards Primary Collection and Transportation as applicable 2.6.4 Facilities towards Secondary Transportation as applicable. 2.6.5 Vehicle Parking Yards, Transfer Stations, Space for Office Building 2.6.6 The handing over of transportation facilities shall be handed over in phased manner subject to the completion/ termination of the ongoing C&T contracts/projects that may be currently in place for any particular zone within BBMP area. The Authority shall provide the required, suitable and unencumbered possession of the lands for New Processing and Disposal Facilities. 2.6.7 The Authority will permit Concessionaire to utilize and obtain the utilities required for enabling the construction of the Project Facilities, without any other than the applicable user charges for the utilities.	We request the clarity from authority on the land parcel provided for parking yards on if its on rent free mechanism - As per the PPP terms and conditions.	Refer DCA Pg18- 2.6, 2.6.3 to 2.6.8. The facilities mentioned in this clause shall be provided as is available, however the Concessionaire need to identify the suitable land and the concessionaire own cost for the parking, workshops beyond the space available in the existing infrastructure that is going to be handover.	

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7	Volume II / Page 58 / Article 9 Performance Securities / 9.1.1	The Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, ...Th e Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.	We request the authority to consider partial COD.	Tender Condition prevails	
T. Kiruba Shabnkar (Elkoplast India) (pkg-3)					
8	General Point	Contracting Points	The tender has contracting points in the tender, We request the authority to re-evaluate them: C&T Process commences after 5 years and its not logical for a concessionaire to bid today and take up the project after 5 years or if a current package gets cancelled.	Tender Condition prevails	Same Question1
9	Volume I / Page 55 / 3. Criteria for Evaluation / 3.1.3 (a)	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (a): a. More than 3 (three) projects: 6 marks	We request the authority to change the criteria for evaluation from the No of projects undertaken to either from the No of households covered or the tonnage carried in the previous projects. We also request to change the marking system based on that.	Refer the addendum number 04 for the eligibility criteria	Same Question2

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		OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks			
10	Volume I / Page 56 / 3. Criteria for Evaluation / 3.1.3 (a)	The comparative size and quality of Similar Assignments: assigned in the contract of the experience certificate attached then the score i. If KPI of the contract executed above 75%: 6 marks Or ii. If KPI of the contract executed between 60% to 75%: 4 Marks Or iii. If KPI of the contract executed between 50% to 60%: 2 Marks Or iv. If KPI of the contract executed between 50% to 60%: 2 Marks Or v. If KPI of the contract executed is less than 50%: 1 Mark	We want the authority to let us know the meaning of (KPI of the contract executed above or between a certain percentage) does that mean the percentage is about the payment involved in a KPI Project.	Refer the addendum number 04 for the eligibility criteria	

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11	Volume I / Page 57 / 3. Criteria for Evaluation / 3.1.3 (a)	Overall experience of the bidder a. If the bidder executed the contracts for C&T for Primary plus Secondary transportation by deploying the primary vehicles and secondary transportation through hook loaders and maintained at-lest 2Transfer stations: 2 marks OR b. Collection & Primary transportation alone or Secondary transportation: 1 mark	Requesting the authority to remove the option of (at-least 2 transfer station)	Refer the addendum number 04 for the eligibility criteria	
12	Volume I / Page 59 / 3. Criteria for Evaluation / 3.1.3 (a)	Section-C: Relevant Experience of the Key Personnel Team Leader 9 marks Safety Expert 6 marks Financial Analyst 8 marks Environmental Expert 7 marks	We ask the authority to reconsider the marking system provided for key personal and also to make changes to the experience and degree each personal should have.	Tender Condition prevails	

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13	Volume II / Page 19 - 20 / Article 2 Scope of Work / 2.6.3 - 2.6.6	2.6.3 Facilities towards Primary Collection and Transportation as applicable 2.6.4 Facilities towards Secondary Transportation as applicable. 2.6.5 Vehicle Parking Yards, Transfer Stations, Space for Office Building 2.6.6 The handing over of transportation facilities shall be handed over in phased manner subject to the completion/ termination of the ongoing C&T contracts/projects that may be currently in place for any particular zone within BBMP area. The Authority shall provide the required, suitable and unencumbered possession of the lands for New Processing and Disposal Facilities. 2.6.7 The Authority will permit Concessionaire to utilize and obtain the utilities required for enabling the construction of the Project Facilities, without any other than the applicable user charges for the utilities.	We request the clarity from authority on the land parcel provided for parking yards on if its on rent free mechanism - As per the PPP terms and conditions.	Refer DCA Pg18- 2.6, 2.6.3 to 2.6.8. The facilities mentioned in this clause shall be provided as is available, however the Concessionaire need to identify the suitable land and at the concessionaire own cost for the parking, workshops beyond the space available in the existing infrastructure that is going to be handover.	

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14	Volume II / Page 60 / Article 9 Performance Securities / 9.1.1	The Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, ...The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.	We request the authority to consider partial COD.	Tender Condition prevails	Same question, 7
K. Sridhar Goud Hyderabad Integrated MSW Limited					
15			In reference to the tender notification, we would like to formally request permission for our team to conduct a pre-proposal site visit and data inspection, as outlined in RFP Clause No. 1.9. The site visit is scheduled for Tuesday (26th November 2024), and Wednesday (27th November 2024). We kindly seek your confirmation of this arrangement at your earliest convenience. Should you have any specific instructions, requirements, or preparatory measures for the visit, please do not hesitate to inform us.	Tender Condition prevails	

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			Thanking you and looking forward to your valued response.		
M/s P Gopinatha Reddy Proprietrix P Kavitha (pkg-4)					
16	Volume I Page No 55 in Clause 3.1.3 SL NO. A.1	Pre-Qualification A.1(I) Number of similar Assignments:6 Marks A.2(II) Comparative size and quality of Eligible Assignments	1. Tender called for is in Tonnage basis so requesting you to ask the pre-qualification criteria as well in tonnage basis rather than number of projects. 2. Do provide parameters for Comparative size and Quality of Eligible Assignments	Refer the addendum no. 04 for the change in eligibility criteria	
17	Volume I Page No 57 Clause A.2 Processing and Disposal	A.2(I) Number of similar Assignments	1. Tender called for in tonnage basis so requesting to ask the qualification criteria in tonnage basis rather than in numbers. 2. Requesting to consider Bio-mining/ Bio-remediation under processing and disposal.	Tender Condition Prevails	
18	Volume I Page No 67 Clause 3.4 Combined And Final Evaluation	With reference to Illustration to explain QCBS	1. Technical Score alone must not be given more weightage. Financials must also be considered when there is a larger difference as public money is involved and BSWML can save huge amounts if financials are given higher weightage.	Tender Condition Prevails	Niti Aayog
19	Volume I Page 42 Clause 2.16.7 Additional information for submission of Proposal by Joint Venture/Consortium	(a) The maximum number of members for Joint Venture / Consortium shall be limited to 3 (Three)	1. Why limit the number of members in the Joint Venture/ Consortium. There must not be limit regarding the same as the pre-qualification conditions and investments required for this tender is very high hence we request you to	Refer the addendum no. 04 for the change in eligibility criteria	

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			remove the limit on number of members for Joint Venture/Consortium.		
20	Volume I Page 118 Annexure I	Table 1 Distribution of ward and Population	1. Requesting the authority to give latest and more accurate information regarding the population as the number of equipment and machinery will be based on the population and area to be covered.	Tender condition Prevails and bidders are free to establish their own assessment. Also refer the data available in BBMP portal for the reference	
21	Volume II Page 18 Clause 2.4 Point 2	5 Compost plants being entrusted with the O&M contracts for a period of 12 months extendable to another 12 months. Hence these plants shall be handed over to the concessionaire of the corresponding package after expiry of tenure.	1.5 plants must be handed over to the successful bidder at the time of award of the contract as both door to door and processing and disposal must begin and go hand in hand at the same time. So do consider the same.	Tender Condition Prevails	
22	Volume II Page 208 Article 27: Dispute Resolution	Clause 27.1.2. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 27.2.	1.As per circular dated 16th November it is mentioned that "In exercise of the power conferred under Section 21 of the General Clauses Act, 1897, the circular No. LAVW 273 LAC 2012(p), dated: 10.01.2014 regarding incorporation of 'Arbitration Clause' in the government contract/tenders etc. is hereby withdrawn with immediate effect," the new circular reads. Do provide clarity regarding the same.	Please refer addendum 03 The arbitration clause is deleted.	Published in Newspaper
23	Volume III Page 144 Schedule 25 Environmental Safeguards	Relevant requirements/clearances of the Madhya Pradesh Pollution Control Board (TSPCB)	1. Tender is called for by BSWML Bangalore and requirement if clearances from Madhya Pradesh. Do change the same to Karnataka	Please refer the addendum no.3 dated 29.11.2024	Typographical error and hence accepted

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24	Volume III Page 188 Schedule 30 List of Clearances	Requirements of the West Bengal Pollution Control Board (GOK).	1. List of Clearances point 3 to be changes to Karnataka Pollution Control Board.	Please refer the addendum no.3 dated 29.11.2024	Typographical error and hence accepted
25	Volume IV Page 100 List of Ward Wise Auto Tippers Engaged by Private Players	List of Ward Wise Auto Tippers Engaged by Private Players	1. The details provided in the Annexure 2 in Page 100 to 107 is not accurate do consider and make the changes and upload the correct details.	Tender Condition prevails	
26	Escalation	Escalation is provided at 5% yearly	1. Requesting to increasing the escalation to 10% as every year the vehicles will be depreciating and damages will be incurred to both vehicles and equipment. If there is any abnormal increase in fuel prices or if new taxes are levied it will become a burden to concessionaire. So kindly consider the same.	Tender Condition prevails	
M/s. Megha Engineering & Infrastructures Ltd,					
27	Vol 1_RFP_Clause No.3.1.4 Evaluation of Technical Proposals Page. 62	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under the RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignment"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following:	The referred work is executing under "PPP mode", where the Financial involvement is more through out the contract period. In Continuation to this we request BSWML to allow the Bidder who is meeting the Financial Criteria provided Bidder can have the Memorandum of understanding (MOU) with Technology Partner who is meeting the Technical Experience as per the Clause No.3.1.4 of Similar Assignments.	Refer the addendum 04	Addendum: In addition to the existing eligibility criteria vide 3.1.4 (b), the combined criteria including MOU partner of the Technology partner/OEM and their experience shall be part of the combined eligibility criteria. However, Technology partner/OEM must have established the similar processing technology with the similar capacity

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		a. similar assignments to meet the Criteria towards Collection & Transportation (C&T): Experience towards the collection & transportation (C&T) of municipality waste of at least 50% of the estimated waste for continuous three years or more in India or Abroad in the period of past five years before the PDD and the contract is required to be in operational condition as on date of PDD. Refer the definition for Collection & transportation in DCA vide Article 31. b. Similar assignments to meet the criteria towards Processing & Disposal: Experience in Construction & operation of the following facilities: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 50% of the estimated			of the quantity specified and must submit the experience certificate issued by client and processing facility established by OEM must be in running condition for continuously three years during last five years. The technology partner/ OEM/ can enter into MOU with multiple agencies. Provided technology partner is not part of any sole bidder at the time submission of tender provided (Similar clause of CIDCO Maharashtra Limited)

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		quantity/Construction and O&M of Bio methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 50% of the estimated quantity into Refuse Derived Fuel (RDF).			
28		Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of the 50% of the estimated quantity, convert MSW of the 50% of the estimated quantity in to the RDF and utilize same to WTE.		Tender Condition Prevails	No query
29		Note: a. The term Bidder / Bidder (the "Bidder/Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), consortium comprises not more than three members (including lead member) as the case may be, coming together to implement the Project, either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm			No Query

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		under Indian Partnership Act, 1932 or duly incorporated under the relevant laws of its country of origin, or duly incorporated under the relevant laws of its country of origin, or sole proprietorship firm owned by citizen of India duly incorporated under the relevant laws of its country of origin or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium. Proprietorship firms are allowed to participate in bidding system and Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in this RFP. b. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Joint Venture/Consortium. The term Bidder used herein would apply to both a single			

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		entity and a Joint Venture/Consortium. c. Edibility criteria vide 3.14 (a) & (b) can be met by collectively by the members of the consortium or may be singly entity as the case may be			
Refex Group Chennai (same in four pkg)					
30	Page No.10 of RFP	EMD– RFS document	We kindly request BSWML to give exemption for the MSME companies in terms of EMD (Bid security).	Tender Condition prevails	
31	Page No.64 of RFP	In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [33% of the Bid Project Cost].	33% of Bid Project cost is cumulative bid project cost for both C&T & P&D or individually.	Pg-64(i) The cumulative net worth of bidders is based on the capital estimated cost indicated in the bid documents	
32			In Package-1 the quantum of waste for P&D is 1221 TPD and project cost is 523 Cr. while in Package-2 the quantum of waste for P&D is 1410 TPD and the project cost is 378 Cr. Why project cost is reducing if quantum of waste is increasing. Kindly clarify.	Waste to Energy plant capex is not included in package- 2 towards Waste to Energy as the same is not proposed to be in scope of the Concessionaire, hence there is change in costing	As per the tender document form, WTE is not part of the Pk-2. Hence Capex not considered for the same
33			As per the RFP the capital investment has to borne by the bidders. It is learnt from the RFP and DCA documents that there is huge capital investment required to	Tender Condition prevails.	BSWML need to review this request

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			establish the infrastructure for both C&T and P&D. There will not be any payment released by authority till the COD is obtained. The COD will start only after completion of the entire establishment for each portion of the C&T and P&D. There is no grant is indicated for the project. There is no investment from the ULB for such a huge infrastructure to be stabilised. It is therefore requested that there should be Mobilization advance to be paid for the infrastructure for the projects to reduce the burden on the Contractors. Hence, it is requested that the mobilisation advance amounting to the total accepted tipping for the minimum of three years total computational amount for each package with interest free against bank guarantee may be given. This will enable us to get the project of self-support to establish the infrastructure. The same can be released in a single instalment. The mobilization advance released can be deducted @10% of each invoice till it is recovered. The BGs asked as per the DCA can be justified if the Mobilisation advance is given otherwise factually it is not correct seek the BG for the capital investment of the bidders.		

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34			As per the Model Document issued by NITI Aayog vide clause 2.16.7(a), there is no limit for the number of members of JV/ Consortium members. Hence, we request to allow the number of members of consortium can be more than 3 as per the bidder's requirements and the edibility criteria may be consider as combined criteria of all members of the consortium which is as per the NITI Aayog model document.	Refer the addendum number: 04 for the eligibility criteria	Based on the NITI Aayog condition, Its been advised by SWML to include the LLP/SPV as the consortium partners for C&T and OEM/ Technology partners for P&D. BSWML to review
35	Page No.43 of RFP 2.16.7(ii)	In the event, the Joint Venture / Consortium has been declared as the Selected Bidder and issued Letter of Award, all Members of the Joint Venture / Consortium shall sign the Concession Agreement with the Authority	Since we are submitting joint bidding agreement during the bid submission. why again concession agreement should be executed with all the 3 parties why not from lead member alone. Kindly Clarify	The incorporated SPV of the selected Concessionaire will be entering into agreement and signing concession agreement with BSWML.	Tender document prevails
36			If O&M security of 4% is retained till the termination of the contract then why performance security is also withheld till the termination of the contract. Requesting to withheld either O&M security or	Tender Condition prevails	the Performance security of 9% shall be released after the COD and fresh Performance security during O&M period shall be obtained for O&M period

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			Performance security alone as huge investment is required to setup the project.		by reducing the original performance security amount by 25%.
37	Page No.50 of RFP	Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement, if the reasons are not justifiable.	This clause is very stringent requesting to relax the clause.	Accepted, Substitution of the key personnel is permitted, but throughout concession period, substitution of key personnel shall be as per the eligibility under clause 2.2.2 D (Conditions of Eligibility for Key Personnel) of RFP. The Substituted personnel shall be approved from the Authority prior to substituting the same on the Site. The Authority's decision shall be final and Binding on this part. Once it is approved by the authority, the required Key personnel can be deployed for the entire concession period without any concern thereof.	Refer the addendum
38	Page No.62 of RFP	Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 50% of the estimated quantity	We request ULB to amend the clause for using experience of Bio-Methanation plant of any Bio-degradable waste (like Presumed, paddy straw etc) instead of only MSW.	Tender Condition Prevails	This is SWM Contract

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		/Construction and O&M of Bio-methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 50% of the estimated quantity into Refuse Derived Fuel (RDF).			
39	Page No.24 of RFP	Conditions of Eligibility for Key Personnel- (D)	We Kindly request ULB to consider the undertaking from the bidder for appointing the key personnel during the bid submission. Subsequently appointment of the key personnel can be made Before signing the Concessionaire agreement	Refer reply no 37	
40	Page No.62 of RFP	Experience towards the collection & transportation (C&T) of municipality waste of at least 50% of the estimated waste for continuous three years or more in India or Abroad in the period of past five years before the PDD and the contract is required to be in operational condition as on date of PDD	We request ULB to consider experience of 20% of the estimated waste for Collection & Transportation work instead of 50%.	Refer the addendum number 04	
7. Ganesh Sude SFC Environmental Technologies Ltd (Package-1)					
41	Volume-1/Pg.126/Site Conditions	Site Conditions: Sewerage Line Connection: Need to be established	Requesting clarification regarding the scope of responsibility for the establishment of the sewerage line connection at the site	Tender Condition prevails	

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42	Volume-1/Evaluation of Technical Proposals/Pg 54/3.1.3	Technical Evaluation Criteria-Relevant Experience of Bidder.	The Authority shall take into consideration the following important criteria: 1) Continuous operation of the plant. 2) Max processed quantity in Recyclables and RDF. 3) Max yield of Bio Gas per Ton of Wet Waste. 4) Operation of ETP.	Tender Condition prevails	Existing Tender PQ is well elaborated
43	Volume-2, Page No. 13, Clause 2.1.4.1	Deployment of the vehicles and staff for primary collection must be as per the approved action plan.	Please confirm whether all the Vehicles required for Primary Collection shall be provided by the Concessionaire?	Tender Condition prevails	100% concessionaire investment model
44	Volume-2, Page No. 15, Clause 2.1.5(b)	The secondary transportation to be executed by deploying the large size static compacts and compress the waste and leachate released from the static compaction to be collected through leachate collection pits. The static compactors shall provide the containers and these containers shall be carried by the hook loaders	Please confirm whether all the Vehicles required for Secondary Transportation shall be provided by the Concessionaire?	Tender Condition prevails	100% concessionaire investment model

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45	Volume-2, Page No. 73, Clause 2.1.5e	It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and regulatory requirements at suitable location. The concessionaire has to establish these facilities in every zone and maintain the same at the cost of the concessionaire as per the extent of the rules prevailing and indemnify the client from any fire, health hazards at these facilities.	Please confirm whether Land Parcel identified by the Concessionaire for construction of Vehicle Parking Yards, Workshops, Canteens and Administration Buildings in each of the 9 Zones shall be acquired/leased by the Authority and provided to the Concessionaire?	Refer the reply for query number 006	
46	Volume-2, Page No. 17, Clause 2.2	Facilities for Processing & Disposal of the Other Wastes generated under SWM Rules: To upgrade/replace/revamp and develop all the existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead Animals, Sanitary Waste and any other Waste as authorized by the authority.	Please confirm whether this is mandatory or optional?	Tender Condition Prevails	

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47	Volume-2/Pg.20/clause2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire.	Why and how should the concessionaire be responsible for collecting user fees from BWG, when this to be a regulatory function typically managed by the Authority? We request the Authority to handle the collection of user fees, given its role in setting and enforcing waste management policies?	Refer Addendum:4	
48	Volume-2/Pg.24/clause2.9.6	BSWML will coordinate for EIA to be carried out and the final environmental clearance has to be obtained by Concessionaire before start of the project execution work.	The management of the environmental clearance process, as part of regulatory oversight, typically falls within the Authority's scope. We kindly request that the Authority retain responsibility for the EC process.	Authority process the statutory approvals process and the concessionaire shall take over the further process of EIA after the LOA is issued.	
49	Volume-2/Pg.24/clause2.9.8/2.9.9	The Authority will entitle the Concessionaire to receive all the applicable grants intended to the project. The Authority will authorize the concessionaire to develop the	Requesting Authority to consider and clarify why the Authority is not exploring the Scheme for Financial Support to Public-Private Partnerships in Infrastructure (Viability Gap Funding Scheme) to support the development of the Waste to Energy (WtE) plants? This scheme could potentially	Tender Condition prevails	

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		Waste to Energy (WtE) Plants independently.	provide financial assistance, reducing the financial burden on both the Authority and the concessionaire, while also encouraging more efficient project execution. By leveraging such funding opportunities, the overall project could benefit from additional financial support, ensuring a more sustainable and cost-effective approach.		
50	General	---	Please provide the following details: • Topographical Survey Drawing of the Site at Golla Halli selected for the proposed MSW Processing Plant. • Geo-technical Investigation Report of the Site Golla at Halli selected for the proposed MSW Processing Plant.	The google location of the proposed plants are indicated in the tender documents and Tender Condition prevails.	
51	General	---	• Please confirm whether the Electricity, Drinking Water, Service Water (Treated Water from STPs), Municipal Sewer and Telecommunication shall be provided by the Authority at the Gate of each Facility i.e. • Processing Plant. • Land Parcels identified for construction of Vehicle Parking Yards, Workshops, Canteens and Administration Buildings in each of the zones	Refer reply to the query number 006.	

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52	General	---	We respectfully request the Authority to consider separating the Collection and Transportation (C&T) and Processing and Disposal (P&D) components of Municipal Solid Waste (MSW) management into two distinct tenders. This approach offers several advantages that can lead to more efficient, transparent, and cost-effective waste management. C&T and P&D involve specialized requirements that require different expertise and infrastructure. C&T focuses on logistics, fleet operation, and manpower coordination, while P&D is centered around waste treatment technologies and environmental compliance. By separating the tenders, each contractor can concentrate on their area of expertise, improving operational efficiency and resource optimization. Additionally, separating the tenders will enhance financial transparency and cost control. Bundling C&T and P&D into one contract could result in inflated costs due to limited competition in each sector. Separate tenders would attract specialized and qualified bidders, fostering competition and driving down costs. This approach will also allow for more accurate budgeting and clearer pricing models.	Tender Condition Prevails	

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			The separation also improves accountability, as performance can be tracked independently for both C&T and P&D. This allows for more targeted monitoring, quicker identification of performance issues, and the flexibility to adapt to changing needs without disrupting the overall system. Furthermore, separate tenders will help attract a wider pool of qualified contractors, ensure better compliance with environmental standards, and provide greater flexibility for future adaptations to evolving service needs, technologies, or regulations.		
8. Navdeep Singh Bakshi METRRO WASTE HANDLING PVT.LTD.					
RFP					
53	Pg13/3	In the last 3 years preceding the bid due date for submission, if any Bidding entity is blacklisted/ barred by Bengaluru Solid Waste Management Limited ("BSWML") or Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or by any State	Is this clause applicable for parent/subsidiary/ associate of the bidder?	Tender Condition Prevails	

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		Government or Central Government / department / Urban local body / agency in India or in foreign country, from participating in bidding process, either individually or as member of a then such Bidding entity shall not be eligible to participate in this RFP.			
54	13/3	As above	Is this clause applicable for parent/subsidiary/ associate of the bidder?	Tender Condition prevails.	
55	14/12	It is to notify that one bidder shall be awarded a maximum of two packages. Out of four packages, a maximum of up to 2 packages may be given to one successful bidder, subject to the Bidder meeting the combined bid capacity under the respective packages. If the number of bidders qualified are less than required and in such unavoidable circumstances, the decision of the apex authority shall be final, and all bidders may bind	All cities have a policy to cap the maximum amount of essential services work that can be given to a single bidder. It is important to minimize the dependence on a single contractor due to eventualities like strikes/performance failure/bankruptcy etc. In all big cities like Delhi, Mumbai, Ahmedabad etc. there are at least 4-6 contractors. It is suggested that not more than one zone should be given to one bidder.	Tender Condition prevails.	

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		up on the decision of the apex authority			
56	Pg 22/ 2.1.1(a)	The term Bidder/ Bidder (the "Bidder/Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), not more than three members (including lead member) as the case may be, coming together to implement the Project, either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932 or duly incorporated under the relevant laws of its country of origin, or duly incorporated under the relevant laws of its country of origin, or sole proprietorship firm owned by citizen of India duly incorporated under the relevant laws of its country of origin or any	It is requested that condition for should be removed. All cities have very bad experience from JVs. In and Ahmedabad, a lot of projects failed due to conflict amongst JV members. Even today of the very important zones of Delhi is badly suffering due to conflict amongst big companies who had participate in consortium.	Tender condition Prevail.	

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		combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium. A Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in this RFP. The term bidder (the "Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), as the case may be, coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Joint Venture/Consortium. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.			
57	27/2.3.3(g)	the Bidder, its Member or Associate (or any constituent thereof) for	As per Companies Act, Associate is defined as 26% and above instead of 50%	Tender Condition Prevails	

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		the Project, its concessionaire (s) or sub-concessionaire(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder, or its concessionaire(s) or sub- concessionaire(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its concessionaire(s) or sub concessionaire(s); provided further that this disqualification shall not			

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		apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.			
58	34/2.14.2 €	Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;	It is requested that condition for Key Personnel be removed as key personnel are deputed for a particular assignment and their existence in the firm will not give any benefit to this project. Also if staff leaves in between, the entire purpose would be defeated.	Refer reply no 39	
59	42/2.16.5	The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%	Please link the prices to increase/decrease in cost components like fuel, wages, spares. Keeping it flat 5% is illogical.	Tender Condition prevails.	
60	57/A2	A.2 (1): Number of similar Assignments: 6 Marks	The processing part of tender is actually for Service providers/Developers who	Refer addendum 4	Addendum: In addition to the existing eligibility criteria vide 3.1.4 (b), the combined

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		(ii) A.2 (II) The comparative size and quality of similar Assignments: 6 Marks (iii) A.2 (III): Other relevant assignments or similar work: 6 Marks (iv) A.4 (IV): Overall experience of the bidder: 2 Marks	engage EPC/technology provers for Construction and Commissioning of plant. It is requested that bidders should be allowed to form MOU with technology provider/OEM and their experience should be considered for qualification. This is a standard industry practice.		criteria including MOU partner of the Technology partner/OEM and their experience shall be part of the combined eligibility criteria. However, Technology partner/OEM must have established the similar processing technology with the similar capacity of the quantity specified and must submit the experience certificate issued by client and processing facility established by OEM must be in running condition for continuously three years during last five years. The technology partner/ OEM/ can enter into MOU with multiple agencies. Provided technology partner is not part of any sole bidder at the time submission of tender provided (Similar clause of CIDCO Maharashtra Limited)
61	62/3.1.4(a and b)	Similar Assignments similar assignments to meet the Criteria towards Collection & Transportation (C&T):	It is mentioned in tender for 25% cost Is towards processing and 75% towards Collection & Transportation. As such the eligibility and marking should give	Refer the addendum number: 4 for the eligibility criteria and refer the reply to Query number 60.	

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		Similar assignments to meet the criteria towards Processing & Disposal: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following: Experience towards the collection & transportation (C&T) of municipality waste of at least 50% of the estimated waste for continuous three years or more in India or Abroad in the period of past five years before the PDD and the contract is required to be in operational condition as on date of PDD. Refer the definition	more weightage to Collection & Transportation.		

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		for Collection & transportation in DCA vide Article 31. Experience in Construction & operation of the following facilities: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 50% of the estimated quantity/Construction and O&M of Bio-methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 50% of the estimated quantity into Refuse Derived Fuel (RDF). OR Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of the 50% of the			

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		estimated quantity, convert MSW of the 50% of the estimated quantity in to the RDF and utilize same to WTE.			
62	66/3.4.1	Proposal will finally be ranked according to the combined technical (Sr) & Financial (Sf) score as follows: S = Sr*Tw + Sf*Fw Where, S = Combined score & Tw & Fw are weights assigned to technical proposal & financial proposal which shall be (0.7 & 0.3) respectively.	It is requested that award criteria should be L-1 instead of QCBS.	Tender Condition prevails	
9. M V Ramana Reddy Swachatha Corporation Bangalore					
63	Vol I-Page No 16-Clause 1.1	Tonnage C &T (TPD) (Appx)... 1922 Tonnage P&D (TPD) (Appx) 2034	There is a difference of about 122 TPD in Tonnage for C &T and Tonnage for P&D. Please furnish details as to this difference or inform the correct figures if this is a typographical mistake.	Kindly Refer PIM. Tender Condition prevails	
64	Vol I-Page 36-Clause 2.15.2(b)	b) BBMP invited tenders vide tender notice CGM(Tech)/BSWML/TEND/02-	This condition makes it very difficult to arrive at competitive quote as we are expected to	Bidders have to make their own assumptions while quoting as there is provision of handing over C&T contract as on when required. Tender Condition prevails.	

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		2034 to 2/2022-23/Call-2; Dated: 24.01.2023 to appoint agencies to carry the collection & transportation from the BBMP 198 wards in 89 packages. The scope & terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date pf appointing the agencies for the 89 packages. Hence the scope pretending to collection & transportation from the 198 wards through 89 packages is deferred from the scope of the ISWM for the period of 5 years or termination of those contracts whichever is early. The manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection & transportation to the corresponding ISWM	quote for a work for 5 years from today. Please clarify whether: (a) Bidders are expected to assume probable wages and Tonnage after 5 years and quote? (b) Or the bidder has to assume todays wages and quote and in such a case whether BSWML will allow annual escalation as per RFP and fix the rate at that time including such escalation (base price being our current quoted rate)?		

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		package. If any dispute arises with regards to the payment to the manpower deployment, then the minimum wages prevailing at the time of entrustment of scope pertaining to the C&T of ISWM shall be considered and the decision of the authority shall be final, and concessionaires are bound to the same. Hence C&T scope mentioned in this Article - 2 of DCA may be critically reviewed and choose their quota accordingly			
65	Vol I-Page42, Clause 2.16.5 and Vol I- Page 109 Appendix II, Form 2A-Note 1 under 7	The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%	Please confirm that: Escalation of 5% mentioned in this clause is annual and over the previous years rate.	Refer the relevant clauses mentioned in DCA and RFP. Tender Condition prevails	
66	Vol I, Page 119 Table 12. And Vol II. Page 15, clause 2.1.5(b)	Here it is mentioned that we should deploy "Containers" of 20 Cum Capacity (170) Nos, but in Vol II, Page 15 Clause 2.1.5(b) it is mentioned that secondary transportation is to be	The cost difference between a "Container of 20 Cum Capacity" and a static compactor of 20 Cum capacity is substantial and may affect the costing to a great extent.	Refer PIM, Annexure III. Tender Condition prevails.	

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		executed by deploying large size static compactors (which will compact the waste and release leachate.	Please clarify whether secondary transportation is to be carried out with Container of 20 Cum Capacity" and a static compactor of 20 Cum capacity to enable us to arrive at a realistic costing.		
67	Vol II, Page 15 2.1.5.(e) Vol II-Page 20 Clause 2.6.5 Article 2	It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and regulatory requirements at suitable location. The concessionaire has to establish these facilities in every zone and maintain the same at the cost of the concessionaire as per the extent of the rules prevailing and indemnify the client from any fire, health hazards at these facilities The Authority will hand over and ensure smooth transition of all existing projects facilities including fixed and	All the wards in Zone 4 are thickly populated with residential and commercial buildings and getting a suitable land parcel will be very difficult for the bidders. Also as the project is for 30 years, there could be demand from land owners to vacate the place (for better exploitation of such land parcels). Hene, concessionaire will be hesitant to commit huge capital investment in such uncertain conditions. Also as per clause 2.6.5 of Vol II, BSWML\BBMP are having Vehicle Parking Yards, Transfer Stations, Space for Office Building Hence, BSWML\BBMP may consider leasing out such buildings\land parcel In their possession for the entire tender period of 30 years to the concessionaire and fix a reasonable rent for such building land parcels.	Refer the reply to query number 006	

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		mobile assets of MSW and its management nut not limiting to: 2.6.5 Vehicle Parking Yards, Transfer Stations, Space for Office Building			
68	Vol II, Page 16-Clause2.1.6 Vol IV- Page 3 Clause 2.3(bullet Point) and Vol IV-Page 4 Clause 3-Note 1 Vol IV- Page 57 Table 7	The Estimated waste quantum of the package has been arrived by considering 550gm/day/capita towards Processing & Disposal which includes waste to be transported by BWG's for the proposed processing and disposal work but after discounting the Waste to be supplied to the existing commitments of corresponding package. (The estimated waste is 2034 TPD as per table mentioned therein) However, for the Collection and transportation work as given in scope of work, the estimated Solid waste is assessed as 14.7 cr. Population @ 400gm/day/capita	The Figs furnished in Vol I- Page 16 and Vol IV-Page 3,4, 57 and 587 are contradictory to each other. From our experience in Bengaluru and other cities this assumption seems to be very much on the higher side. Our experience is that on an average 250-275 gm\day\ capita could be the maximum we can expect. We request BSWML to revisit this figure and furnish correct figure with working basis for such calculation.	Tender Condition Prevails, however, bidders are free to establish the quantification based on their assessment.	

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	Vol IV-Page 58 and clause 4.2	Here the waste generated under BBMP jurisdiction is at 400 Grams per capita per day Here per capita waste has been taken at 550 Grams for processing purposes			
69	Vol II, Page 19 Clause 2.5(e) And Vol II, Page 31, Clause 4.1.3(c)& (f) And	The Detailed Project Report DPR to be prepared by Concessionaire and approved by Authority. A summary of the details of the waste generated along with existing for processing and treatment of waste by BBMP are given in project information memorandum (PIM) attached along with the RFP Prepared and submitted a detailed project report, covering technology proposed, demand	A detailed Project Report) DPR) must have been prepared for BSWML-which should be the basis for tis RFP, and another DPR to be prepared by the concessionaire would a waste of time and duplication of efforts. Hence, these clauses may please be deleted.	Tender Condition prevails	

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	Vol II-Page 31 Clause 4.1.3 (f)& (c)	assessment, technical feasibility, detailed cost estimates, capital investment plan, project financing details, revenue projections, environment & social impact assessment and detailed financial analysis, to the Authority, consistent with the technical plan submitted during the bidding stage within 3 (three) months from Compliance Date Submit a DPR to the Authority within 3 (three) months from the Signing Date and to get the DPR approved by the Authority within one month of submitting the DPR.			
70	Vol II, Page 20 Clause2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire	As on today, BBMP has been collecting MSW charges as a "cess" along with property tax and it may require large manpower\resources to collect user charges from such large project area and may be operationally be very difficult.	Refer Addendum : 4	

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			Hence, we request you to please delete this clause until such time that new system is implemented, tested and operationalized.		
71	Vol II-Page 33, Clause 4.3 and 4.4	4.3 Damages for delay by the Authority In the event that: (i) the Authority and the State Government does not procure fulfilment or waiver of the Condition Precedent set forth in Articles 4.1.2 and 4.1.4, respectively, within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the State Government or the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfilment of such	These two clause prescribing penalty for non fulfilment or waiver of conditions precedent for Authority and concessionaire are unequal and are against principles of natural justice- as penalty for equal offences should be the same for both the parties. Hence, BSWML may prescribe the same penalty -of either 0.1% or 0.2% for both the parties.	Tender Condition prevails	

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		Conditions Precedent, subject to a maximum amount equal to the bid security. 4.4 Damages for delay by Concessionaire: In the event that: (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Article 4.1.4 within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or the State Government or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfilment of the Conditions			

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		Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Article 24, terminate the Agreement. Provided that in the event of delay by the 34 Authority in procuring fulfilment of the Conditions Precedent specified in Article 4.1.2, no Damages shall be due and payable by the Concessionaire under this Article 4.4 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Article 4.1.2..			
72	Vol II- Page 60 Clause 9.1.1	The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this	This clause is little ambiguous. While it is 9% during construction period, it is REDUCED to 25% after COD and shall be valid till end of concession period or termination date.	Tender Condition prevails	

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		Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the Authority, in the form as set out in Schedule-6, (the "Performance Security") for a sum of corresponding to [9% (nine per cent)] of the Project Cost (based on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of project. The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable. Post-COD, the Performance Security shall be reduced to [25% (twenty-five per cent)] of Bid Project Cost till the end of Concession Period or till the Termination Date, as the case may be.	Please clarify.		

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73	Vol II- Page 167 Clause 20.2	20.2. Deposits into. Escrow Account. The Authority shall at all times and in any month of the Concession Period, ensure that in the Reserve Sub-Account ("Reserve Fund") under the Escrow Account, an amount equivalent to next [90 (ninety) days payable to concessionaire, in accordance with terms hereof, is deposited and maintained. The Parties agree that so long as the Concessionaire performs its obligations hereunder and the Authority does not notify the Escrow Bank in respect of any non-performance or breach of obligation by Concessionaire directing Escrow Bank to stop any appropriation from Reserve Fund, in case of any delay by the Authority in payment of due and undisputed amount to Concessionaire subject to	While this clause is appreciated, our experience is that most of the Authorities fail to maintain adequate funds in the Escrow account for one reason or the other. Please clarify that: How do the concessionaire ensure that adequate funds are maintained in the escrow account? Would be there any penalty for non compliance of maintenance of assured funds in the Escrow account?	Tender Condition prevails	

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		and in accordance with terms hereof; the Concessionaire shall be entitled to tap the Reserve Fund to withdraw the amount due, which would be deposited and applied as per the application order agreed herein. In case of such tapping, the Authority shall forthwith top up and maintain the required reserve in the Reserve Fund			
74	Vol II-Page 184 Clause 23.2.2(d	If a Qualifying Change in Law occurs, then the Concessionaire shall notify the Authority of such Qualifying Change in Law along with details of (d)any increase in Costs that will result from the Qualifying Change in Law	The main cost in O & M cost will be salary of workers, Though this clause provides for a detailed but cumbersome and time consuming procedure (where concessionaire has to bear 0.5% of the total bid project cost etc.,) it would be simpler and more realistic to provide for payment of notified minimum wages to the workers as per prevailing Govt notifications. This would take care of a major portion of "unforeseen and beyond the control of concessionaire" costs.	Tender Condition prevails	

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			Also as the project is for 30 years tenure, most of the workers would demand annual\periodical increments in their wages. Hence a suitable enhancement of-say 10% of the minimum wages for every 3 years of service could be provided to ensure workers demand and also ensure their Financial requirements.		
75	Vol I Page 34 Clause2.14.2 (d)	CVs of all Professional Personnel have been included	This clause implies CV of all Professional be submitted along with the bid and carried substantial scoring marks in the evaluation process. Some bidders may not have -as on date all required professionals with required qualification\ experience, but would be willing to hire them, if they are awarded the work. Hence this clause may please be amended to read as "Bidders should submit an undertaking that they will hire all professionals with necessary qualification before commencement of work"	Tender condition prevails	
76	Vol I-Page 51 Clause 2.26.1	The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the	This is also to be amended (in conformity with clause 2.14.2(d) as Key personnel with required qualification and experience would be permitted to be	Refer to reply no 39	Key Personnel

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	Vol I-Page 59 Clause 3.1.3 Table Section 3	ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority Marks for evaluation of Technical Personnel	appointed after the work is awarded This is also in connection with clauses 2.14.2(d) and Clause 2.26.1 discussed above Necessary amendment\s may please be issued		
77	Vol I-Page 61 Clause 3.1.3 Note No 4 to Table	Bidders who wish to participate in more than 1 package, the bid capacity in terms of technical and financial eligibility (clause 3.1.4 and 3.1.5 below) should be combined of respective packages	As per RFP any successful bidder would be allotted a maximum of two packages only If a bidders wishes to apply for all the packages-being unsure whether he would be successful in which package, he would be required to having technical capacity and financial capacity for all the packages even though he would be allotted only 2 packages.	Refer the addendum 4	The addendum as follows: The Combined Bid capacity is for the Bidders who are willing to participate in more than one package. In such scenario, the Bidder should meet joint Technical and Financial criteria for no of packages Bidder is willing to participate. The Illustration is provided below:-

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			Hence this cause may please be amended to read as: Bidders who wish to participate in more than 1 package, the bid capacity in terms of technical and financial eligibility (clause 3.1.4 and 3.1.5 below) should be combined of highest requirements of any two packages		

Particulars	Required qualification			
	Package 1	Package 2	Package 3	Package 4
C&T	200 TPD	300 TPD	150 TPD	250 TPD
P&D	250 TPD	200 TPD	100 TPD	220 TPD
Turnover	30 Cr	25 cr	20 cr	32 cr
Networth	5cr	4 cr	3 cr	6 cr

Bidder A wanted to participate in 1st Package, so here, he need to have required qualification as given in Package 1 of the illustration.

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					Bidder B wanted to participate in 2 packages (say package 2 and 3): He need to have combined qualification criteria for package 2 and 3. So he need to have qualification of :- C&T:450 TPD (300+150) P&D:300 TPD (200+100) Turnover: 45 cr (25+20) Net worth: 7 cr. (4+3) Bidder C wanted to Participate in 3 packages (I.e. Package 1,2,3) and so he need to have combined qualification criteria for package 1,2 and 3 C&T: 650 TPD(200+300+200) P&D: 550 TPD(250+200+100) Turnover: 75 cr.(30+25+20) Net worth: 12 cr. (5+4+3) Note: The above illustration is only for the understanding purpose, the exact qualification criteria need to be kept in mind as given in RFP for all the packages. It is up to the Bidder for n numbers of package a bidder can participate, but the Bidder

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					should meet the joint Bidding capacity in case of participation in more than 1 package. For Bidders who wish to participate in more than 1 package, The Bidder should furnish the detail in separate sheet in Hard copy on same date of bid due date before Bid submission time. This sheet should have detail of required qualification as per the RFP and Submit the Tender Fee and EMD accordingly.
78	Vol II-Page 20 Clause2.6.13	The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier	This clause may please be deleted as the project is being financed by Concessionaire on Self financing mode and all assets would have been procured by him form his own funds borrowings.	Tender Condition prevails.	
10. Bengaluru Solid Waste Management Contractors Association (Regd)					
79			Tender for collation and transportation (C&T) will be invited separately on the basis of weight.	Tender Condition Prevails	

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80			Tender for Processing and other works will be invited separately.	Tender Condition Prevails	
81			Reference if the ender process is to proceed. The contract terms should be simplified and subcontracts or suitable arrangements should be implemented to accommodate the current . service contractors/suppliers.	Tender Condition Prevails	
82			The current tender is for 30 years to explain the time limit for charging the vehicles used for primary and secondary collection and transportation of solid waste.	Selected Concessionaire have to follow SWM rules at any given point of time during the concession period and accordingly take assumptions while making quote.	Tender condition Prevails
83			Regarding the increase in tipping fee to be applied to the said workers in the VDA and additional wages fixed every year by the Labour Department.	Tender Condition prevails	
84			Since we have registered the rates considering the minimum wage and other factors as per the financial year on the date fixed for submission of tender, the tender has been approved by the competent authority and in case of delay in issuing the work order, the tipping fee have been	Tender Condition prevails	

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			increased by 10% for each financial year and the work order has been issued (Since the minimum wages fixed by the Labour Department have to be paid to the workers)		
85			The Department is requested to provide contents at a environmental impact assessment (EIA) to the place provided by the Department for the disposal of forest waste and to obtain Performance Security.	Tender Condition Prevails	
86			Requesting that the Department not impose pressure on the Department accept solid was until the solid waste treatment and disposal unit is completed.	Tender Condition Prevails	
11. ANTONY LARA ENVIRO SOLUTIONS PRIVATE LIMITED					
87	Volume-1 Page-10 EMD	EMD Amount	Please reduce the Earnest Money Deposit (EMD) amount for all packages	Tender Condition Prevails	
88	Volume-1 Page-11 Note: 4	The BSWML has invited separate tenders for appointment of agencies for Collection and Transportation of MSW from the BBMP limits (225 wards). Hence, the	Requesting you to separate P&D and C&T contracts Prices such as RTO charges and vehicle chassis charges..etc. may vary after five years; therefore, we request that differential	Tender Condition Prevails	

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		scope of work of Collection and Transportation of MSW mentioned in article 2 of DCA (Draft Concessionaire Agreement) will be executed through such agencies for whom work order will be issued in future. These shall be valid for a period of 5 years only from the date of award of work. Soon after expiry of 5 years period or in cases of early termination of any of such other agencies of C & T due to any reasons, the package agencies of this tender shall take over the work of C&T immediately. Hence, the bidders of the ISWM packages shall critically review the scope mentioned in Article 2 of DCA and submit their bids accordingly.	charges be considered at the time of service.		

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89	Volume-1 Page-12 Note.6: Calendar of events:	LAST DATE AND TIME FOR RECEIPT OF TENDERS: for the submission of e-bid in the e-portal, 24/12/24 at 16:00 hrs for the submission of hard copy (Technical bid)	To ensure a smooth submission process, please allow a minimum of 2 days for the hard copy submission following the online bid submission date. This timeframe will facilitate bidders from other locations in delivering their hard copies efficiently.	The hard copy to be submitted on the same date of bid due date as mentioned in the KPP Portal. Also, following documents to be submitted in Hard copy: 1. Power of Attorney 2. Joint Biding Agreement 3. EMD (copy of proof of online payment and original copy of BG/FDR) 4. Tender Fee Submitted (Copy of Proof of online payment) 5. Sheet/ Form declaring no of Packages a Bidder is willing to participate with Joint Bidding capacity in terms of qualification criteria (i.e. Form_ given in Corrigendum___) 6. Copy of Audited Financial Statement/ Balance sheet for the year submitted under Financial qualification criteria. 7. Proposed Methodology (i.e. technical writeup)	
90	Volume-1 Page-12 Note		The estimated quantity of waste for C&T does not match the estimated quantity of waste for P&D. What will the waste generation be for bulk waste generators? If data is available, please provide it.	Requesting Bidder to refer PIM for this information. Tender Condition prevails	

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		Estimated Quantum of waste for Collection & Transportation (Tons Per Day): Estimated Quantum of waste for Processing & Disposal (Tons Per Day) Package / location / Tonnage C&T (TPD) / Tonnage P&D (TPD) 1 / Dasara Halli & Yelahanka Zones / 1232 / 1483 2 / R Nagar& West Zone / 1899 / 1410 3 / East & Mahadevapura Zones / 1538 / 1739 4 / South Zone & Bommanahalli / 1912 / 2034			
91	Volume-1 Page-14 Sl.No 9	The bidder is required to submit single quote for Collection and Transportation (C&T) and Processing and Disposal (P&D). The payment break up as per the payment schedule vide article 18 of DCA is as follows: If the total tipping fee is Rs. 100/TPD, the tipping towards Collection & Transportation (C&T)	Please consider modifying the clause as follows: If the total tipping fee is Rs. 100/TPD, the tipping towards Collection & Transportation (C&T) along with all support infrastructure shall be 60% and Processing & Disposal (P&D) along with all infrastructure shall be 40% of total tipping fee respectively.	Tender Condition prevails	

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		along with all support infrastructure shall be 75% and Processing & Disposal (P&D) along with all infrastructure shall be 25% of total tipping fee respectively.			
92	Volume-1 Page-14 Sl.No 12	It is to notify that one bidder shall be awarded a maximum of two packages. Out of four packages, a maximum of up to 2 packages may be given to one successful bidder, subject to the Bidder meeting the combined bid capacity under the respective packages.	Request to consider One Bidder Should get only one package. How do you define bid capacity? Is it based on the financial ability of the bidder to comply with both packages? Please clarify.	Refer the reply to query 77.	
93	Volume-1 Page-42 Clause 2.16.5	The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%	Please consider the incremental increase from the agreement date for the C&T operations.	Tender Condition prevails	
94	Volume-1 Page-43 Clause iv.	iv. Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement") for the	Experience from a parent, associate, or subsidiary company can be claimed without a consortium or joint venture. Please clarify.	Tender Condition Prevails	

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		purpose of submitting the Proposal.			
95	Volume-1 Page-56 3. Criteria for evaluation Section-A: Experience of the Concessionaire	II. The comparative size and quality of Similar Assignments: If the size and quality of assignment executed with the KPI's assigned in the contract of the experience certificate attached then the score	KPI achievements are a new kind of project appraisal that have emerged recently and do not apply as criteria for many long-running successful projects. Therefore, KPI achievements and financial target achievements need to be eliminated as marking criteria.	Refer the addendum	Addendum as pe the eligibility criteria
96	Volume-1 Page-43 3. Criteria for evaluation Sub-Section A-2: Processing & Disposal (P&D)	Number of similar Assignments defined in section 3.1.4 (b) undertaken by the bidder: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (b): a. More than 2 (two) projects: 6 marks OR b. 1 (one) project: 4 marks	Request to modify the marking criteria for the projects are as follows: a. For two or more projects: 6 marks b. For one project: 4 marks	Refer the addendum number: 4	
97	Volume-1 Page-62 3.1.4 Similar Assignments	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar	we request that you to consider the projects having operation for continuous One year from the past Five years. This approach will benefit bidders who have experience with long-term projects and will help the tender	Refer addendum-4	

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		assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following:	authority secure a project managed by an experienced bidder.		
98	Volume-1 Page-62 3.1.4 Similar Assignments	a. similar assignments to meet the Criteria towards Collection & Transportation (C&T): Experience towards the collection & transportation (C&T) of municipality waste of at least 50% of the estimated waste for continuous three years or more in India or Abroad in the period of past five years before the PDD and the contract is required to be in operational condition as on date of PDD. Refer the definition for Collection & transportation in DCA vide Article 31.	We kindly request a relaxation of the experience requirements for the collection and transportation (C&T) of municipal waste. Specifically, we propose accepting at least 40% of the estimated waste for a continuous period of three years or more, either in India or abroad, within the past ten years before the Project Development Document (PDD). This change will help involve more skilled players in the sector.	Refer the addendum number: 4	
99	Volume-1 Page-62	b. Similar assignments to meet the criteria towards Processing & Disposal:	We kindly request a relaxation of the experience requirements for Processing & Disposal. This	Refer the addendum number: 4	

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	3.1.4 Similar Assignments	Experience in Construction & operation of the following facilities: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 50% of the estimated quantity /Construction and O&M of Bio-methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 50% of the estimated quantity into Refuse Derived Fuel (RDF). or Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of the 50% of the estimated quantity, convert MSW of the 50% of the estimated quantity in to the RDF and utilize same to WTE.	change will assist in involving more skilled players in the sector. Request to modify as below; Experience towards Construction and Operations & Maintenance of /MSW of the 50% of the estimated quantity/Wet Waste Processing and Treatment through Compositing of 30% of the estimated quantity/ /Construction and O&M of Bio-methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 40% of the estimated quantity into Refuse Derived Fuel (RDF). or Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of the 40% of the estimated quantity, convert MSW of the 40% of the estimated quantity in to the RDF and utilize same to WTE.		

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100	Volume-1 Page-104	APPENDIX-I Form-16: Survey and Field Investigations	The provided sites are tentative. Please clarify what bidders should include in their surveys and site investigations.	Tender condition Prevail.	
VOLUME:II CONCESSION AGREEMENT					
101	Volume-II Page-11 ARTICLE 2: SCOPE OF WORK 2.1.1 Introduction:	Hence, the infrastructure assessed & proposed is only for the present demand with additional 25% of the increase in the population. If the jurisdictional area/input quantities are increased beyond 125% of current assessed input quantity,	Is the estimated quantum of waste for collection and transportation (TPD) and processing and disposal (TPD) inclusive of the additional 25%? Please clarify.	The quantity indicated in the bid documents is approximate based on the current year population which has been worked out based on 2011 censes. Tender Condition prevails.	
102	Volume-II Page-13 2.1.3 Scope of work Common for both Primary & secondary transportation:	2.1.4.1 a. The average trip distance considered for the primary collection and transportation from the transfer station to the collection points is 10.00 Kms,	Please confirm if the average trip distance of 10 kilometers is one way or round trip?	The trip distance indicated in the tender document is round trip and not one direction.	
103	Volume-II Page-13 2.1.3 Scope of work Common for both Primary & secondary transportation:	g. In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals from BSWML for the accepted transport mechanism	A. Please provide a list of bulk waste generators organized by their respective packages. B. Accounting problems may occur. Request the BSWML to collect the payment from BWG and pay the Concessionaire as per the tipping fee.	A. It will be notified by BSWML during the award of the contract. B. Tender Condition Prevails.	

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		being accepted by BSWML for jurisdiction of the corresponding package and tipping fee from BWGs to be collected by the concessionaire of the corresponding package towards the processing fee to the processing of the waste collected by the concessionaire at plant of corresponding package of the jurisdiction as per the rates approved by BSWML for the corresponding package of the jurisdiction. All BWGs need to enter into agreement with concessionaire of corresponding package.			
104	Volume-II Page-14 2.1.3 Scope of work Common for both Primary & secondary transportation:	h. Facility for "on-demand/ on-call pickup" of Waste from Non BWGs as well as from BWGs needs to be created by the concessionaire.	It is an additional service offered by the concessionaire, who will cover the payment for these types of services.	Tender Condition prevails.	
105	Volume-II Page-14	i. The concessionaire may transport the waste of	Accounting problems may occur. Request the BSWML to collect	Tender Condition prevails	

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	2.1.3 Scope of work Common for both Primary & secondary transportation:	BWGs to the processing plant if BWGs wish to utilize the transport mechanism from the corresponding package of the jurisdictional area. The concessionaire is free to collect such waste from BWGs who are wish to supply the waste through On-call demand basis and the tipping fee for the same can be directly collected from such waste supply agency.	the payment from BWG and pay the Concessionaire as per the tipping fee.		
106	Volume-II Page-14 2.1.3 Scope of work Common for both Primary & secondary transportation:	o. The successful bidder has to establish a control room, workshop on the processing plant site itself.	A workshop will be established for primary vehicles at transfer stations or any other location within the ward only. Therefore, the workshop cannot be set up in the processing plant. Request to provide place for the workshop at the ward level	Other than the available facilities indicated in transfer stations which would be transferred to the concessionaire as per the tender conditions, remaining all facilities including workshops, parking lots, washing areas etc.; have to be established by the concessionaire at their own cost including procurement of the land.	
107	Volume-II Page-15 2.1.5 Secondary Transportation:	b. The secondary transportation to be executed by deploying the large size static compacts and compress the waste and leachate released from the static	Static compactors must be placed in the transfer stations. The supply of static compactors falls within the responsibility of either the tender authority or the bidder. Please clarify?	The infrastructure which has been already established within transfer stations shall be the responsibility of the authority. If any additional facilities required by concessionaire other than the existing facilitates then the concessionaire is free to establish at their own cost including acquisition of land to ease out the facility.	

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		compaction to be collected through leachate collection pits. The static compactors shall provide the containers and these containers shall be carried by the hook loaders.			
108	Volume-II Page-15 2.1.5 Secondary Transportation:	c. There are about 6 divisions within the jurisdiction of the package, and each division shall be established with one Transfer Station by BSWML and the same shall be handed over to the concessionaire of their jurisdictional Transfer Stations. Transfer stations for this package is given in Annexure-1.	Requesting the location of the transfer stations and confirmation of available infrastructure from the BSWML at the transfer station If transfer stations are not ready before COD of C&T , BSWML and Concessionaire need to mutually agree on suitable compensation for transportation cost	The tentative locations of transfer station are provided in the bid documents. Any change in the location shall be informed at the of award of the contract.	
109	Volume-II Page-15 2.1.5 Secondary Transportation:	e. It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and	Request to provide land near or in the transfer station for vehicle parking, workshops, canteen, and administration buildings as per operational needs by tender authority	Refer reply to query number, 06 &107	

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		regulatory requirements at suitable location.			
110	Volume-II Page-16 2.1.5 Secondary Transportation:	g. The works for operation and maintenance of Transfer Stations, for storage and handling waste and transportation of the RDF, recyclables from the transfer stations to existing DWCC should commence soon after the concessionaire agreement is signed. Delay in start of the any scope of the work shall attract penalties as per the KPI vide article 19 of DCA	The operation and maintenance of Transfer Stations will begin for the concessionaire during the collection and transportation phase. Will the concessionaire agreement for C&T be signed after five years? Please clarify	The existing DWCC shall continue to operate by the authority. The transfer stations shall be handover to the concessionaire as is available basis and from the date of handing over the transfer stations shall be taken as date of start of the O&M of the transfer stations and the same shall start with staggered manner. The fee towards C&T will be decided based on the date of handing over the C&T facilities and the same has been clearly indicated in RFP document vide clause 2.15.2 (b). The comprehensive agreement for the C&T and P&D shall entered under single contract and C&T portion of the scope shall start independently at a staggered manner as indicated in the bid documents.	
111	Volume-II Page-16 2.1.7 Establishment of Facilities for Processing & Disposal of Solid Waste for Package-1	c. To undertake establishment of the required number of resource recovery projects comprising of waste to energy projects, bio- Methanation project/ compressed bio-gas (CBG) projects or any other suitable and sustainable technologies.	Please provide the capacity of the key plants to be established to keep all bidders on the same level.	The bidders are free to choose their own processing technologies and such technologies should be as per the article 15 vide clause 15.2.1 (e). The capacities to process the waste received at processing plant can be at the discretion of the concessionaire as this tender is invited with the technology free concept. However, it is mandatory that every waste reached to the plant need to be processed and processed rejects should not cross the percentage limits prescribed in SWM rules 2016 or any updated rules come into force during the concession period. The approximate quantities of the wastes need to be processed is already indicated in the tender documents.	

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112	Volume-II Page-18 2.4 Phasing of handing of the existing facilities to the Concessionaire:	2. There are seven existing compost plants which are under operational conditions and are maintained by BBMP through its independent contracts appointed by BSWML. Out of these 7 Plants, 2 plants namely 1. KCDC & 2. Kannahalli will continue to operate independently till the respective contracts with existing agencies of BBMP. The balance 5 compost plants namely 1. Lingadheeranahalli, 2. Doddabidarakallu, 3. Chikkanagmangala, 4. Seegehalli & 5. Subbarayanapalya shall be handed over to concessionaire of ISWM of their jurisdiction area of the corresponding package. These 5 plants are being entrusted with the O&M contracts by BSWML for a period of 12 months extendable to another 12 months. He3nce these plants shall	As a bidder establishing an ISWM facility at a new location, the takeover of this plant will conflict with the project. Therefore, we request the deletion of this clause from the ISWM tender.	Tender Condition Prevails	

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		be handed over to the concessionaire of the corresponding package after expiry of tenure of the existing package. It is required to discontinue the compost operations from these plants and require convert to MRF centers soon after the Integrated Processing Project COD is obtained. The overlap period shall be 6 months after the COD and to stop the compost activities at these plants			
113	Volume-II Page-19 2.5 Projects Transition & Others Conditions:	f. The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, soil conditioner, User Charges from Bulk Generators, raw RDF, C&D, Soil, sale of power, electricity or any other by-product materials shall go to the Concessionaire account and concessionaire has considered such revenue	We request the authority to collect user charges from bulk waste generators and to compensate the concessionaire based on tipping fees. Additionally, we urge the authority to ensure that both Collection and Transportation (C&T) and Processing and Disposal (P&D) services are provided by the concessionaire.	Tender Condition prevails	

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		and offered the discount towards the estimated revenue by the concessionaire.			
114	Volume-II Page-20 2.6 Role of Authority (BSWML):	2.6.12 The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire	it is requested to the authority to collect the user charges from the waste generators and pay the concessionaire on tipping fee basis.	Refer Addendum : 4	
115	Volume-II Page-22 2.7 Role of Concessionaire:	2.7.16 Mobilization period for C&T: 03 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.	we request to provide min 6 months for the mobilization period for C&T	Tender Condition prevails	
116	Volume-II Page-22 2.7 Role of Concessionaire:	2.8.1 Construction Period for P&D facilities: 24 months from the date of receipt of letter of acceptance	we request to provide min 36 months for the Construction Period for P&D facilities (24 months from the date of completions EC&PPA)	Tender Condition prevails	
117	Volume-II Page-24 2.9 Specific Roles & Responsibilities of Parties:	2.9.1 The Authority will enter into a concession agreement with Concessionaire for a period of 30 years from the date of each facility – COD.	Clarify that the concession period is 30 years from the commercial operation date (COD) of each facility. Some statements indicate 28 years from the date of COD issuance.	Tender Condition prevails	

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118	Volume-II Page-24 2.9 Specific Roles & Responsibilities of Parties:	2.9.4 The Authority through the Government of Karnataka is considering that concessionaire will be paid a Tipping Fee (Per ton basis) for the services rendered under the proposed scope of the project.	Please provide a Viability Gap Funding (VGF) of at least 30% of the capital cost.		Proposed to provide the 10-20% of the capital cost of the P&D as mobilization advance from the VGF BSWML to Decide
119	Volume-II Page-24 2.9 Specific Roles & Responsibilities of Parties:	2.9.6 BSWML will coordinate for EIA to be carried out and the final environmental clearance has to be obtained by Concessionaire before start of the project execution work.	The project depends on EIA & Environmental clearance; therefore, all key dates should be considered from the EIA clearance only.	Tender Condition prevails	Present in all the tenders
120	Volume-II Page-24 2.9 Specific Roles & Responsibilities of Parties:	2.9.9 The Authority will authorize the concessionaire to develop the Waste to Energy (WtE) Plants independently.	Please indicate the capacity of the waste-to-energy plant to ensure all bidders have the same information.	Refer to reply to query number 111	
121	Volume-II Page-25 2.9 Specific Roles & Responsibilities of Parties:	2.9.12 The successful Bidder is at liberty to choose the technology in the beginning and during the course of the project. Any advanced technology which can improve the performance shall be permitted	Please outline the capabilities and processes needed to unify all bidders on a single platform.	Refer to reply no 111	Tender Condition Prevails

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		unconditionally. The technologies may be Compost / RDF / Waste to Energy / Bio Methanation / Dry Methanation / Pyrolysis / Plasma or any other technology which is proved and can be implemented to improve the processing and disposal is within the scope of the Concessionaire but should meet the SWM Rules, 2016 & SBM 2.0 guidelines.			
122	Volume-II Page-34 4.5 Commencement of the Concession Period	The date on which Financial Close is achieved and all the Conditions Precedent specified in Article 4.1, are satisfied or waived, as the case may be, shall be the Compliance Date which shall be the date of the commencement of the Concession Period. Date of commencement for construction activities: The date of commencement for start of works will start from	Request to modify as; Date of commencement for construction activities: The date of commencement for start of works will start from the date of issue of work order, or from the date of handing over of site or EC clearance. whichever is later.	Tender Condition prevails	

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		the date of issue of work order, or from the date of handing over of site whichever is later.			
123	Volume-II Page-49 6.1. General Obligations of the Authority	k. undertake on its own or through the Project Engineer, the development and management of ICT (Information Communication and Technology) and IoT (Internet of Things) based infrastructure (including sensors and video analytics) for monitoring the project, including but not limited to, GPS tracking of vehicles, Sensor based weight measurement in transportation vehicles,	Sensor based weight measurement in transportation vehicle is not feasible to be deleted	Tender Condition prevails	
124	Volume-II Page-60 9.1. Performance Security	9.1.1. The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the	Request to reduce Performance security to 1% from 9%, the bidder must bear the costs themselves. The performance security at 9% will impose a burden on the bidder. 25% of Bid Project Cost till the end of Concession Period? Please clarify	Tender Condition prevails	

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		Authority, in the form as set out in Schedule-6, (the "Performance Security") for a sum of corresponding to [9% (nine per cent)] of the Project Cost (based on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of project. The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable. Post-COD, the Performance Security shall be reduced to [25% (twenty-five per cent)] of Bid Project Cost till the end of Concession Period or till the Termination Date, as the case may be.			
125	Volume-II Page-60 9.2. ESHS	9.2.1. The Concessionaire shall have submitted to the Authority, prior to the Execution Date an	ESHS performance security to be modified to 0.1% of the Bid capital cost	Tender Condition prevails	

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	Performance Security	unconditional and irrevocable bank guarantee for an amount corresponding to [1% (one percent)] of the Bid Project Cost (the "ESHS Performance Security")			
126	Volume-II Page-61 9.3. Operation & Maintenance Period Security	9.3.1. As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable bank guarantee to the State Government and the Authority, for an amount corresponding to [4% (four per cent)] of the Bid Project Cost (the "O&M Security").	The security for the O&M period should be 4% of the first-year tipping fee, and it should be renewed each year.	Tender Condition prevails	
127	Volume-II Page-65 9.11. Technology Performance Security	In accordance with Article 15.2.1 (e) (iv), the Concessionaire shall have submitted to the BBMP and BSWML, prior to the Execution Date, an	To be deleted	Tender Condition prevails	

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		unconditional and irrevocable bank guarantee to BSWML, issued by the technology provider, corresponding to 5% (five per cent) of the aggregate capital cost of the machinery. (the "Technology Performance Security")]. This security shall cover the technology incorporated in processing/mobile application/server/softwa re technology's performance.			
128	Volume-II Page-85 15.2. Designs and Drawings	e. Use of Proposed Technology (i) The Concessionaire shall design and develop the Project based on the Proposed Technology, approved by BSWML and the Authority as part of the Designs and Drawings. The technology proposed to establish must be approved technology by any one of statutory bodies or Government departments or CPCB/or any State PCB. The design	Proposed Technology has to be approved by Tender Authority rest to be deleted	Tender Condition Prevails	

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		and drawing so prepared based on approved technology must get proof checked for the design and drawings by IIT's/NITs/ or any other reputed institutions or Universities.			
129	Volume-II Page-87 15.2. Designs and Drawings 15.2.2. Screening Report	15.2.6. The process set out in this Clause 15.2 above shall separately apply to works of Carry out the processing of the WASTE to generate the Reusable bi products for the plant size of 500 TPD on DBFOT on 100% concessionaire investment model for Capital cost and also for O&M Cost for the entire concessionaire period on PPP model.	To be deleted	Tender Condition prevails	
130	Volume-II Page-108 15.13. Trial Operations	15.13.2. Concessionaire shall ensure that adequate quantity of waste is delivered to the Project Facilities during the Trial Operations to enable the Concessionaire to demonstrate	We would like to inform you that C&T will not be included in the concessionaire's scope during this period. Therefore, we request the authority to ensure the supply of the required quantity of waste for the trial period.	Tender Condition prevails	

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		that the Project Facilities meets the Technical Specifications and the KPIs.			
131	Volume-II Page-110 15.13. Trial Operations	15.13.12. The Concessionaire will not be entitled to any Reusable Bi-Products Payments or any other payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire.	to be modified as; The Concessionaire will be entitled to collect Reusable Bi-Products Payments during trails	Tender Condition prevails	
132	Volume-II Page-110 ARTICLE 18: PAYMENTS	I. Payment Schedule The total approved tipping fee will be bifurcated into two parts. Part-1: Tipping towards C&T and the tipping fee for C& T is 75% percent of the total approved tipping fee. Part-2: Tipping fee towards P& D will be balance 25% of the approved tipping fee.	Requesting to modify as; Part-1: Tipping towards C&T and the tipping fee for C& T is 60% percent of the total approved tipping fee. Part-2: Tipping fee towards P& D will be balance 40% of the approved tipping fee.	Tender Condition prevails	
133	Volume-II Page-153	19.5. Schedule of Penalties:	Penalties has to be reduced to 50%	Tender Condition prevails	
134	Volume-II Page-158	Table 6: Billing of User Charges	To be deleted	Refer addendum	Addendum to be read as follows: The "text user

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					charges" to be read as "tipping fee"
135		General	The responsibility for power evacuation from the plant to the nearest substation lies with the tender authority.	Tender condition prevails	
136		General	This is a long-term project that demands considerable capital investment. Hence we request a second pre-bid meeting to discuss this further.	Tender Condition prevails	
12. Green cycle India APHC Industrial park					
137	208 Article 27	As per circular of GOK No. Law-LAC/198/2024, Dated:16.11.2024d incorporation of arbitration clause in the government contracts or tenders etc is hereby withdrawn with immediate effect.	Please clarify regarding this.	Refer addendum number -3 dated 29.11.2024	
138		Escalation is provided at 5 percent yearly Requesting to increasing the escalation to 10 percent as every year the vehicles will be depreciating and damages will be incurred to both vehicles and equipment if there is any abnormal increase in fuel prices or if new taxes are levied it will become a		Tender Condition prevails	

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		burden to concessionaire so kindly consider the same			
13. Ever Enviro Resource Management Private Limited					
139	DCA/23/Clause 2.8.1	Construction Period for P&D facilities: 24 months from the date of receipt of letter of acceptance or handing over of site, whichever is later.	To be changed as below: Construction Period for P&D facilities: 24 Months from the receipt of Consent to Establish (CTE) from Karnataka State Pollution Control Board (KSPCB) or handover of encumbrance-free project site by the ULB, whichever is later, or such other date as may be mutually agreed. Rationale: The concessionaire cannot commence project activities at site before issuance of CTE from PCB which is an administrative process involving multiple stages and may take many weeks/months altogether.	Tender Condition prevails	
140	RFP/10/Clause 1	Appointment of Concessionaire on Tipping Fee basis to execute the Comprehensive Integrated Solid Waste Management facilities including Collection and Transportation of MSW from Door-to-Door to designated Secondary	To be changed as below: The Project may be awarded on DBFOO basis to a private entity (the "Concessionaire") selected through a competitive bidding process. Rationale: Since there is no financial support (Grant / VGF / Processing Fee) offered by the ULB, the Financial Model of the Project should be	Tender Condition prevails.	

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		Transfer Stations, Secondary Transportation from Transfer Stations to designated Processing Centers and further Processing and Disposal of the same in following packages" (herein referred as "The Project") of BBMP and Bengaluru Urban District jurisdiction by seeking private sector participation on Public Private Partnership ("PPP mode – DBFOT Model).	changed to "Design, Build, Finance, Own and Operate (DBFOO)" with all the movable and immovable asset on the project (apart from land which belongs to the ULB and will be leased for the said purpose) belonging to the Concessionaire, as loan on the project will be raised by creating charge on the project asset. Once the project timeline is over, the Concessionaire can take away all the asset and hand back the site to the Concessioning Authority clear from any encumbrance.		
141	DCA/20/Clause 2.6.13	The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier.	To be changed as below: The Authority shall have right over assets in case of termination or expiration of Concession Period, whichever is earlier. Rationale: Technology is proprietary of the technology provider and Authority shall have no right over the technology as a right over technology gives the right to replicate it too.	Tender Condition prevails	
142	DCA/195/Clause 24.4.8(f)(g)	Condition Survey and related clauses	To be changed as below: Project site to be handed back to the ULB free from any encumbrances within 6 months	Tender Condition prevails	

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			of completion of concession period or termination of the project, after removing all the project asset from the site.		
143	RFP/53/Clause 2.30	The Bidder shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed.	To be changed as below: The Bidder shall commence the implementation of the Project at the Site(s) within [15 (fifteen)] days of the receipt of Consent to Establish (CTE) from Punjab Pollution Control Board (PPCB) or handover of encumbrance-free project site by the ULB, whichever is later, or such other date as may be mutually agreed. Rationale: The concessionaire cannot commence project activities at site before issuance of CTE from PCB which is an administrative process involving multiple stages and may take many weeks/months altogether.	Tender Condition prevails	
144	RFP/42/Clause 2.16.17	Additional information for submission of Proposal by Joint Venture/Consortium: Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period.	Exit for lead member, after a certain lock-in period, should be allowed.	Tender Condition prevails	

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145	RFP/63/Clause 3.1.5(a)	Net Worth Criteria: In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [33% of the Bid Project Cost].	To be changed as below: The bidder should have a minimum Net Worth of at least INR [33% of the Bid Project Cost] as on 31.03.2024. CA certificate shall be submitted as a Proof of Mandatory Financial Criteria along with the Proposal. In the case of a Consortium, the financial qualification shall be met by consortium members in proportion to their equity shareholding in the Concessionaire. However, each member shall have Positive Net-worth.		Tender Condition prevails
146	RFP/126/Clause on Site Condition	Electricity, Water Line & requirements, Sewerage Line connection – Need to be established	To be changed as below: BSWML to provide encumbrance-free levelled land to the Concessionaire and create necessary basic infrastructure up to the Processing/Disposal Facility, including motorable approach road, power connection up to the project site, public sewer line connection and potable water line up to the project site at its cost. Public Sewer Line will be used to discharge Liquid Digestate as per Discharge Standards mentioned in Schedule-II(B) of SWM Rules, 2016.	Tender Condition prevails	

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147	RFP/6/Clause 6 (Note)	Last Date of Receipt of Tender as 24.12.2024 at 16:00 hrs	To be changed as below: Last Date of Receipt of Tender as 07.02.2025 at 16:00 hrs (45 days extension)	Refer the addendum	
148	DCA/ 36 / Clause 5.1.3	General Obligations of the Concessionaire "The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the Collection, Transportation and Processing of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project ....."	The Concessioning Authority is requested to provide support infrastructure facilities upto the Project Site.	Tender Condition prevails	
149	DCA/ 42/ Clause 5.7.1	Equity Lock-in requirements The Selected Bidder shall hold [100% (one hundred per cent)] shareholding in the paid-up Equity capital of the Concessionaire until expiration of [1 (one)] year from COD, [51% (fifty one per cent)] shareholding in the paid-up Equity capital until	The Concessionaire / Lead Member should be allowed to exit after 5 years from COD	Tender condition Prevails	

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		expiration of [10 (ten)] years from COD and thereafter [26% (twenty-six per cent)] shareholding in the paid-up equity capital during the remaining Concession Period....			
150	DCA/43/ Clause 5.8.1	Obligations relating to management of the Concessionaire The Concessionaire shall not, without the prior written approval of BSWML and the Authority,..... to alter or add to the provisions of the memorandum of association; to alter or add to the articles of association; to change the name of the Concessionaire; to reduce the share capital; to commence any new lines of business	Provisions such as seeking permission for commencement of Business is limiting in nature as expansion in business is strategic and internal. Above such clauses are restrictive in nature. Therefore, seeking approval for any change or modifications or alteration should be limited to the Project and its related SPV.	Tender Condition prevails.	
151	DCA/ 45 / Clause 5.13 (f)	General Obligations of the Concessionaire	What is the timeline to reply to the "Notice to Reply".	Tender Condition Prevails	

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		"In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Independent Engineer or Authority ("Notice to Remedy"), Authority may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities, under the supervision of Independent Engineer, at the risk and cost of the Concessionaire. ..."	In addition to the above, there are few conditions which are beyond the control of the Concessionaire, in those conditions, reasonable time to resolve such conflicts should be given and proper process should be defined and adhered to, in case of takeover by Concessioning Authority		
152	DCA/47/ Clause 5.14 (B)	Disposal of Hazardous Waste "The Authority and Concessionaire hereby agree that at times, some hazardous or Bio Medical waste may get mixed	In case mixed waste is received at the Project Site, it will become difficult to segregate the Hazardous Waste from the mixed waste. Therefore, the Concessioning Authority should bring in awareness about	Tender Condition prevails	

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		with MSW and as Concessionaires is unauthorized to process/dispose of hazardous waste or biomedical waste in the project, such hazardous waste shall be separated out from MSW and shall be handed over to Authority for appropriate collection, safe handling, transportation, and disposal as per the relevant rules with authority cost and risk....."	segregation of waste and its related benefits to the society at large. In case, Hazardous Waste is received by the Concessionaire is already segregated, in that case, Concessionaire shall inform the Concessioning Authority.		
153	DCA/49/ Clause 6.2	Obligations relating to refinancing – NOT APPLICABLE	In the mentioned Clause, it is written "Not Applicable", however, few clauses are reproduced below it. Request you to clarify is entire Clause 6.2 and its related points are not applicable	Tender Condition prevails	
154	DCA/110/ Clause 15.14.1	Commercial Operations Date "Within [7 (seven)] Business Days from the date of issuance or deemed issuance of the Trial Operations Completion Certificates for the Project Facilities,	As there are multiple components of the Project due to which each component will have different completion date. Kindly clarify if the Concessionaire needs to apply for COD for each facility separately or all the project components, need to be completed within the same time	Tender Condition prevails	

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		BSWML shall issue the COD Certificate with a copy to the Authority ...."	and only after completion of all components, COD will be issued.		
155	RFP/10/Clause 1	Approx. Estimated capital cost of the project in INR in Crores (Excluding GST)	It is not mentioned in the document what processing technologies are specifically to be deployed to process the waste (breakup of P&D Cost), still there is a capital cost associated with processing & disposal. This could lead to varied proposals encompassing totally different technologies (e.g. – CBG vs. Composting vs. RBG to Electricity vs. Torrefaction for organic waste processing) which would create a technical loophole wherein QCBS mechanism also will not be able to funnel down to the best bidder. Hence, it is highly recommended that technology is either specified explicitly in the individual packages with their estimated capital costs, or else, P&D Capital Cost is excluded from the RFP.	Refer to PIM	Technology to be specified Tender Condition Prevails
156	DCA/131/Clause 18.1.1	Yearly escalation of 5% is applicable for Project Cost during O&M phase shall be applicable only after completion of the first year.	Empirical formula to be adopted for yearly escalation of "Tipping Fee" or "O&M Project Cost". The same is mentioned in Annexure-1 below. A flat 5% escalation will never capture dynamic nature of	Tender Condition prevails	

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			market and other trends in times of unstable global political structures and a pandemic situation which disrupted the entire global markets for more than 2 years.		
157	DCA/134/Clause 18.6.1(f)(I)	Payment Schedule The total approved tipping fee will be bifurcated into two parts. Part-1: Tipping towards C&T and the tipping fee for C& T is 75% percent of the total approved tipping fee. Part-2: Tipping fee towards P& D will be balance 25% of the approved tipping fee.	To be changed as below: Part-1: Tipping towards C&T and the tipping fee for C& T is 60% percent of the total approved tipping fee. Part-2: Tipping fee towards P& D will be balance 40% of the approved tipping fee. Rationale: Even though monthly O&M Costs towards C&T are higher than those towards P&D of solid waste (~64-68% towards C&T and ~32-36% towards P&D considering CBG and WtE as two major cost centres), revenue generation from P&D is very difficult apart from sale of CBG, wherein rates are significantly lower than market rates (80% under SATAT initiative of MoPNG).	Tender Condition prevails	
158	DCA/134/Clause 18.6.1(f)(I)	Payment Schedule: The payment schedule to release the payment:	To be changed as below: The payment schedule to release the payment:	Tender Condition prevails	

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		Part 1: Tipping fee towards C&T is as follows: Schedule 1: 50% of the payment shall be processed as soon the invoice is submitted by the concessionaire and the same shall be released within 7 working days. Schedule 2: Balance 50% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties towards non-adherence of KPI of arcticle19. Part 2: Tipping fee towards P&D is balance 25% of the total approved tipping fee shall be paid as follows: Schedule 1: 50% of the payment of part-2 shall be processed as soon the invoice is submitted by the concessionaire and the same shall be	Part 1: Tipping fee towards C&T is as follows: Schedule 1: 75% of the payment shall be processed as soon the invoice is submitted by the concessionaire and the same shall be released within 7 working days. Schedule 2: Balance 50% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties towards non-adherence of KPI of arcticle19. Part 2: Tipping fee towards P&D is balance 25% of the total approved tipping fee shall be paid as follows: Schedule 1: 75% of the payment of part-2 shall be processed as soon the invoice is submitted by the concessionaire and the same shall be released within 7 working days. Schedule 2: 15% of the payment of part-2 shall be released after verifying the quantity processed at various processing plants based on reviewing the actual quantity of input recorded at		

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		released within 7 working days. Schedule 2: 15% of the payment of part-2 shall be released after verifying the quantity processed at various processing plants based on reviewing the actual quantity of input recorded at processing plants, random checking and certified by the independent engineer Schedule-3: Remaining 10% of the tipping of part-2 towards P&D share shall be released after verifying the quantity of inerts disposed, penalties due to non-performance of KPI etc.	processing plants, random checking and certified by the independent engineer. Schedule-3: Remaining 10% of the tipping of part-2 towards P&D share shall be released after verifying the quantity of inerts disposed, penalties due to non-performance of KPI etc. Rationale: SWM projects are workforce heavy which make anywhere between 55-65% of the total O&M cost on such a project. Apart from that project maintenance and material handling are the critical components which consume another 5-10% of O&M costs, Even in case where debt servicing, loan repayments and concessionaire margin are not considered, keeping the project operational should be the prime focus of the Concessioning Authority (BSWML). Withholding 50% of payments for due diligence will hinder the smooth functioning of the project in the longer run and may lead to disruption in objectives set-across in the RFP.		
14. JFE Engineering India Private Limited					

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159	Volume I / 11 / Calendar of Events	Last Date of Receipt of Tender	Currently set for 24th November 2024, we kindly request you to extend the bid submission end date by minimum 10 weeks from the date of receipt of the replies of the Tender Queries. Considering the size and intricacy of this ISWM facilities it is imperative that we have sufficient time given to incorporate all the points of the Tender requirement.	Refer the addendum for EOT	
160	Volume II / 193 of 724 / 9.11 Technology Performance Security-	In accordance with Article 15.2.1 (e) (iv), the Concessionaire shall have submitted to the BBMP and BSWML, prior to the Execution Date, an unconditional and irrevocable bank guarantee to BSWML, issued by the technology provider, corresponding to 5% (five per cent) of the aggregate capital cost of the machinery. (the guarantee to BSWML, issued by the technology provider, corresponding to 5% (five per Technology Performance Security This security shall cover the	The performance security shall be applicable for the project as a whole hence to be a part of the concessionaire scope only and hence Performance bank guarantee of 5% from the technology provider shall not be applicable.	Tender Condition prevails	

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		technology incorporated in processing/mobile application/server software technology's performance.			
161	Volume III / 459 of 724 / Waste to Energy Processing Unit	The facility for the Integrated Solid Waste processing is to be designed in a manner so that it is able to take variable input up to more than 10% of the designed handling capacity. Also, the Concessionaire should design a robust system that would be operational for 365 days in a year with no breakdown of more than three days. The technology process & its end products shall be in accordance with the accepted relevant standards/rules/regulation of Govt. of India and Govt. of Karnataka including but not limited to standards for air, water, leachate treatment, compost etc.	For Waste to Energy plant the annual availability will be ~8000 hours	Tender Condition prevails	

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162	Volume III / 500 of 724 / A. Design Parameters	Design Parameters TG Capacity (Installed): 36 MW - 40 MW	We proposed to install 16.50 MWe power plant capacity at each location.	Tender condition prevails	
163	Volume III / 501 of 724 / Design Parameters:	Design Parameters Number of ACC Cells : 8 approx.	Number of cells for the ACC will be decided based on the power plant capacity.	Tender Condition Prevails	
164	Volume IV / 660 of 724 / 5.7 Waste to Energy Processing facility	s) The proposed project facilities including Waste to Electricity shall meet all operating and emission standards as mentioned in SWM Rules 2016 and EU Standards.	WE proposed to follow the emission norms as per SWM Rules 2016.	Tender Condition prevails	
165	Volume IV / 679 of 724 / Waste to Energy	The high-temperature flue gases produced from the combustion process are also used to generate steam or heat for various industrial processes or district heating systems. Waste-to-energy incineration i.e., mass-burn systems generally consist of either two or three incineration units with capacity ranges from 500 to 1,000 tons per day; thus, facility capacity ranges from about 1,500 to 3,000 tons per day.	We understand that there will be total 3 Waste to Energy power plants at 3 packages as below, 1) Package - 1 : 567 TPD 2) Package - 3 : 600 TPD 3) Package - 4 : 600 TPD	Refer to reply no 111	
166	General	Land Availability	Kindly confirm whether the Land required to set up the Solid waste		BSWML to Review

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			management plants for the all 4 packages have been identified.		
167	General	No information about land	Kindly confirm as to the land required to setup all the Integrated Solid Waste Management plants shall be provided by Bruhat Bengaluru Municipal Palike / Bengaluru Solid Waste Management Limited.	Tender Condition prevails	BSWML to review
168	General	Technology to be setup for the plants not mandated in the RFP/DCA	Request you to kindly specify and mandate the technology viz. WtE, to be implemented by the developer to process the waste as the capex required for the Biomethenantion plant shall be much less than that of a Waste to Energy plant.	Refer to reply no 111	
169	General	Tipping Fees	Tipping fees to be well established in the Tender for the use specific technology as the tipping fee for the Biomethenantion plant shall be much less than that of a Waste to Energy plant.	Tender Condition prevails	
170	General	Consortium	It is requested to BBMP to allow a technology EPC provider to be a part of the multiple consortiums as this approach would ensure the delivery of a highly sophisticated and well-executed project aligning with the high standard and objectives of the tender.	Refer addendum 4	

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171	General	WtE power plant capacity	We understand that there will be total 3 Waste to Energy power plants at 3 packages as below, 1) Package - 1 : 567 TPD 2) Package - 3 : 600 TPD 3) Package - 4 : 600 TPD	Refer to reply no 111	
172	General	RDF calorific value for WtE power plant	We proposed the Net Calorific value for Design conditions shall be 2100 kcal/kg based on the Indian WtE experience at various locations and shall provide the base of calculations of the plant.	Bidders to assess the factual values as per the waste characteristics of subject tender	
15. Hyderabad Integrated MSW Limited					
173	1 Vol RFP (4), Page 11	The BSWML has invited separate tenders for appointment of agencies for Collection and Transportation of MSW from the BBMP limits (225 wards). Hence, the scope of work of Collection and Transportation of MSW mentioned in article 2 of DCA (Draft Concessionaire Agreement) will be executed through such agencies for whom work order will be issued in future. These shall be valid for a period of 5 years only from the date	This entire clause does not bring clarity. Need to be elaborated. For whom it shall be valid for 5 years? Kindly confirm the date of award or the date of appointment of agencies being provided to contractors, along with the likely expiry date of the contract. This shall be valid for a period of 5 years for whom? What will be the concession period for C&T to be handed over to the concessionaire of the respective package. Please clarify that the concession period should be for 30 years	Refer the addendum for point 1, 2 & 3 wherein for 4 the Tender Condition prevails.	Addendum as follows: The BSWML has invited separate tenders for appointment of agencies for Collection and Transportation of MSW from the BBMP limits (225 wards). Hence, the scope of work of Collection and Transportation of MSW mentioned in article 2 of DCA (Draft Concessionaire Agreement) will be executed through such agencies (89 contractors) for whom work order will be issued by authority separately which shall be valid for period of 5 years only from the date of award of work to such separate contracts outside the purview of this tender.

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		of award of work. Soon after expiry of 5 years period or in cases of early termination of any of such other agencies of C & T due to any reasons, the package agencies of this tender shall take over the work of C&T immediately. Hence, the bidders of the ISWM packages shall critically review the scope mentioned in Article 2 of DCA and submit their bids accordingly.	from the date of COD both C & T and P & D for the entire package. Also clarify how the escalation will be effected for the partial handover of C & T in the same package		Soon after expiry of 5 years period or in cases of early termination of the C&T contract as stated above, the corresponding/ jurisdictional package agencies (selected through this tender process) shall take over the work of C&T immediately from the date of notifying such orders by authority with mutual terms & conditions for the date of start of the work. It may be read the clause further as follows: 1. The independent contracts of C&T of 89 packages will operate as per the contractual conditions stipulated in their contracts and after handing over of the independent contracts to the jurisdictional package of this tender and overall concession period shall remain same as per article 3.3 of DCA.

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174	1 Vol RFP (5), Page 13	It is the responsibility of the bidders to supply following information as part of the technical bid submissions: Resource Utilization Statement by considering the existing establishments of BSWML/BBMP	Can we propose our own method of resource utilization, or do we need to adhere to Tender clause in terms of Resource utilization. For say, It is mentioned in DCA (Clause 2.4) that "it is required to discontinue the compost operations from these plants and require converting them to MRF centers soon after the Integrated Processing Project COD is obtained". We suggest this is to be left to the Bidder and accordingly the Bidder shall propose in MIOP stage the resource utilization plan. Please Indicate the Infrastructure available in this existing facilities.	The infrastructure available in existing plant have been brought out in PIM and Tender Condition prevails.	
175	1 Vol RFP (Point 9), Page 14	If the total tipping fee is Rs. 100/TPD, the tipping towards Collection & Transportation (C&T) along with all support infrastructure shall be 75% and Processing & Disposal (P&D) along with all infrastructure shall be	The Basis taken for the same to be made clear for the Bidders. Since P&D is capital Intensive Project in terms of its development and managing in environmental sustainable manner. The 100 % Concessionaire' S investment	Tender Condition prevails	

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		25% of total tipping fee respectively.	with zero grant and 25% of Tipping fee will make Project Completely unviable. Also, as per industry practice in terms of investment and expenditure is in the ratio of 50:50 on C&T and P&D considering all the revenues. Thus we request to make it minimum 50:50 for C&T and P&D respectively.		
176	1 Vol RFP Point No 12. Page no 14.	It is to notify that one bidder shall be awarded a maximum of two packages. Out of four packages, a maximum of up to 2 packages may be given to one successful bidder, subject to the Bidder meeting the combined bid capacity under the respective packages.	Please define , explain, elaborate with example the definition of combined bid capacity It is suggested that if the combined bid capacity which may include both technical and financial capacity enables any bidder to qualify for all the packages then that prospective bidder may be allowed to be awarded post all four packages.	Refer reply query number 77	
177	1Vol RPF clause 1.1.5, Page 17	The project would be implemented in accordance with the Terms and Conditions stated in the "Concession Agreement" to be	Will the Authority ie BSWML be signing all the agreements on the behalf ULB's of BUD area? Please clarify	Refer Addendum 4	The addendum may read as follows: UDD/GOK & BBMP, through the BSWML, has entrusted such powers and functions as company and BSWML and

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		executed between the Bengaluru Solid Waste Management Limited (BSWML), i.e., the 'Authority' and the selected bidder i.e. the 'Concessionaire'.	Please provide the names and willingness of the ULBs participating this RFP. Please clarify how Authority (BSWML) will make payment and its mechanism for C&T and P& D for services rendered in BUD, for the proposed service as per this contract. Authority is requested to clarify.		assign to BSWML the tasks relating to solid waste management. The UDD has authorized BSWML to take up this project for BBMP and The BUD area, and hence there is no agreement to be signed with the authority. The BSWML and The Concessionaire shall sign the Concession agreement. The DCA (agreement page is) is modified and to be read as given below. The detailed page can be DRAFT CONCESSION AGREEMENT This Concession Agreement (CA) is entered into the ___day of 2024 at Bengaluru, Karnataka BETWEEN 1. The Bengaluru Solid Waste Management Limited (hereinafter referred to as "BSWML") represented by Managing Director (hereafter referred to "Authority") and

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					having its offices at NO. 30/1, 1 st and 2 nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 002, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns. And 2. ___(name of the concessionaire) incorporated under the provisions of the Companies Act, 2013 represented by and having its registered office(s) at ( ), (herein after referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes). Collectively referred to as "Parties" and individually as "Party"
178	1 vol RFP Clause 1.6 (Page no 18)	Proposals will finally be ranked according to their combined technical and financial scores as	We understand, this clause has no relevance to this project. As per CVC guidelines there shall be	Tender Condition prevails	

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		specified. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.	no negotiation once the Price bid is opened.		
179	1 vol RFP Clause 2.2.2 ©, page 23	The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The said 24 Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement.	Key personnel are required to show the capability and strength of the prospective bidder. The RFP asks for deployment of the key personnel in the project for entire Concession period is unfair ask. The authority may like to review this clause and amend.	Refer to reply query number 37	
180	1 vol RFP Clause 2.11.3, Page 32	In the case significant amendments, the authority shall provide minimum 15 days or the decision of the authority but less than 15 days shall be provided between the date of amendment and the Proposal Due date.	We understand it is more than 15 days? Because after amendments, sufficient time should be given to the Bidder.	Refer addendum 4	The addendum may read as "In the case significant amendments, the authority shall provide minimum 15 days or the decision of the authority but "not" less than 15 days shall be provided between the date of amendment and the Proposal Due date".
181	1 Vol RFP Clause 2.13.2, Page 33	The Proposal shall be typed and all supporting documents (submitted online or in hardcopy)	The Managing Director/BSWML to replace with the Director or their authorized representative as	Refer addendum 4	The addendum may read as follows: "The Proposal shall be typed and all supporting documents

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		shall be signed by the Managing Director/BSWML or their authorized representative (the "Authorized Representative") of the Bidder who shall initial each page, in blue ink.	the Bid Document is to be signed by the Bidder.		(submitted online or in hardcopy (except EMD and Tender Fee) shall be signed by the their authorized representative of the Bidder either digital sign or physical sign as the case to case may be.
182	1 Vol RFP, Clause 2.15.1(b) Page 36	The Bidders shall quote in the Bid Price Sheet online and BOQ as per the format given online, the Bid Price will be calculated by the system using the formula set out in the Bid Price Sheet.	There is no such BOQ provision in the KPP Portal And the Bid price sheet formula. The KPP portal only allows to quote the price only after filing all the Technical documents. This is very important Part of the Tender document and hence it should be provided before filing of the Tender. This may be reviewed with the portal department and kindly be clarified	Financial bid is available in KPP portal. Tender Condition prevails.	
183	1 Vol RFP, Clause 2.15.2(b) Page 36	BBMP invited tenders vide tender notice CGM(Tech)/BSWML/TEND/02-2/2022- 23/Call-2; Dated: 24.01.2023 to appoint agencies to carry the collection & transportation from the BBMP 198 wards in 89 packages. The scope &	The Underlined Phrase is to highlight the clause, These Phrase is not clear in terms of Scope of work. Thus we suggest to review this clause and rephrase this. Please clarify the statement r The manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection	Tender Condition prevails.	BSWML may review to include the WPI + 5% as the fuels and manpower cost are very dynamic and it is required to consider the change in fuel price.

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		terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date pf appointing the agencies for the 89 packages..... The manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection & transportation to the corresponding ISWM package..... Hence C&T scope mentioned in this Article -2 of DCA may be critically reviewed and choose their quota accordingly.	& transportation to the corresponding ISWM package As this project is on DBOOT based and deployment of manpower has to be as per bidder assessment. also please provide the vehicle wise manpower deployment expectation by the authority		
184	1 Vol RFP Clause 2.15.2 (b) Pg 36	BBMP invited tenders vide tender notice CGM(Tech)/BSWML/TEND/02-2/2022-23/Call-2; Dated: 24.01.2023 to appoint agencies to carry the collection & transportation from the BBMP 198 wards in 89 packages. The scope & terms and conditions	Please provide the copy of the agreement / contract/ wo and the conditions along with Scope of work so as to assess the outcomes This will enable us to assess the requirement6 and plan for future eventualities	Refer reply to query number 173.	

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	4 Vol PIM Point 3 Note 2 Pg 4	given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date pf appointing the agencies for the 89 packages. Hence the scope pretending to collection & transportation from the 198 wards through 89 packages is deferred from the scope of the ISWM for the period of 5 years or termination of those contracts whichever is early. The existing C&T contracts of BSWML shall continue to operate as per the contract conditions.	The bidder would request the authority to clarify on the scope for starting the C&T operations as existing C&T contracts shall continue to operate. Authority to clarify.		
185	1 Vol RFP, Clause 2.15.7 Page 38	The Proposals which do not conform to the above provisions or any condition by the Bidder which makes the Proposal subject to availability of customs duty/Tax exemption for	This clause does not provide clear cut meaning. Hence requesting Authority to review this clause.	Tender Condition prevails. Kindly read clause 2.15.6 and 2.15.7 together.	

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		materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.			
186	1 Vol RFP, Clause 2.15.8 Page 38	Any delay in procurement of the construction equipment / machinery / goods as a result of the above shall not be entertained as a reason for granting any extension of time.	The project is on DBFOT basis. The deployment of resources and machinery has to be as per project requirement to meet the times lines and contract conditions. Request authority to waive off this condition. Also Delay on the account of Authority/any unforeseen incident (Pandemic/epidemic) should not be consider in this ambit. Also, for the following mentioned above reasons should be properly compensated on mutually agreed terms at the time of signing of an agreement.	Tender Condition prevails	
187	1 Vol RFP, Clause 2.16.6; Page 42	Copy of Technical Proposal including original Bid Security, Power of Attorney, Joint	Does this mean whole Technical Bid to be submitted or EMD, POA, JBA to be submitted in hard copy .	Refer to reply no 89	Hardcopy submission

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		Bidding Agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Proposal shall be sealed in another cover and delivered to the address provided in Clause 1.11 before the date and time provided in Clauses 1.8 and 2.17.	This is important the KPP portal has limitation of space It is suggested that mandatory documents may only be submitted through online whereas technical proposal and other may be permitted to be submitted hard copy as per PDD.		
188	1 vol Clause 2.16.5, Page 42	The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%	We understand, Incremental increase here means, escalation of Tipping fee with approved rate of escalation on previous year tipping fee. For an Illustration, if the tipping fee for year 1 is Rs 100 and escalation is 10 %, the tipping fee for 2nd year comes to Rs. 110 and for 3rd year is Rs. 121 (110+10% on 110) and so on. Also, since C&T work is completely manpower and Diesel intensive based, we request Authority to consider 8% +WPI. This will help the concessionaire to mitigate the inflation and	Tender Condition prevails.	

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			manage the contract efficiently and effectively.		
189	1 vol RFP Clause 2.17.1; page 44	Proposal should be uploaded on the Karnataka Public Procurement Portal on or before 09/12/2024 on the proposal due date	Request Authority to modify the PDD with the date mentioned in the KPPP portal/the final date as per the Corrigendum and Addendums	The Date and time for the Bid Submission shall be as per the date mentioned in the KPP Portal. Refer addendum issued for the EOT for the bid submission	Refer the addendum issued
190	1 Vol RFP, Clause 2.21 ; Page 46	Performance Security, ESHS Performance security, O&M Security	This securities have to be part of PBG. There can not be multiple securities as mentioned in the clause. We request to review and provide only one performance based security We understand all the Securities amount shall be returned in the case of default due to Authorities default due to Political reason, default due to Force Majeure conditions. Please clarify	Refer to the reply no 36	
191	1 vol RFP Cl 2.28.1(d,); page 51	requesting it to submit the Performance Securities and O&M Security in accordance with Clause 2.21;	We understand the O&M Security is to be submitted only after the COD, Authority to confirm. The O&M performance security will be calculated based on annual tipping fee quoted by the bidder not on the project cost. Please clarify	Tender Condition prevails	

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192	1 vol Clause 2.28.1(e,); page 51	Requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire.	Also we request Authority to consider Incorporation of SPV within a 60 days timeline.	Tender Condition prevails	
193	1 Vol RFP, Point (II) (a), page 56	The comparative size and quality of Similar Assignments: If the size and quality of assignment executed with the KPI's assigned in the contract of the experience certificate attached then the score	Please define the meaning of KPI The Comparative size and quality of similar assignment should be based on the Tonnage as given for P&D evaluation criteria. Also, The Project on KPI based have started in recent time and hence not all the Project are on KPI based.	Refer to the corrigendum,	Addendum may read as follows: KPI: Key performance Indicators The KPI for the purpose of eligibility criteria of A III as follows: Daily achieved target of collection and transportation against the quantity specified in the contract.
194	1 vol RFP, Point II page 56	Support Document Required Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates and certificate....	We request Authority to accept the ongoing projects certificate as well. Authority should be evaluating the certificate as per the eligibility criteria set in Pre-Qualification as most of the project of such nature on DBFOT which are long term and ongoing .	The support documents for the on-going contracts may be submitted with following list of documents: Letter of Acceptance/ Work order, Agreements, Completion certificate or Work done certificates for ongoing Work. The above-mentioned certificates are valid and can be produced/ submitted as a support document justifying technical qualification experience for the evaluation under Section A, Experience of the Concessionaire mentioned in the table of clause 3.1.3(a).	Addendum may be read as follows: The support documents for the on-going contracts may be submitted with following list of documents: Letter of Acceptance/ Work order, Agreements, Completion certificate or Work done certificates for ongoing Work. The above-mentioned certificates are valid and can be produced/ submitted as a support document justifying technical qualification

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					experience for the evaluation under Section A, Experience of the Concessionaire mentioned in the table of clause 3.1.3(a).
195	1 Vol RFP, Note (II) page 61	The bidders are required to give the presentation on Section-B and need to get qualify with minimum 60% marks for the overall presentation and for the weightages given for the section B to consider their proposal for the further process.	The Technical Proposal is to be submitted as a part of Bid document or only in the form of presentation? The query is raised because the marks weightage is given only on PPT and not on any technical write up plan which is to be submitted as a part of Bid document.	All relevant documents have to be submitted online. Selected bidders shall be called for the presentation either on line or offline. Remaining all as per the tender conditions.	
196	1 vol RFP, Clause 3.3.1(a,); page 65	Evaluation of Final Proposal The least quoted amount received towards user fee indicated by the bidder will be given a financial score (SF) of 100 marks and the bid value will be indicated as FPA min (minimum financial proposal amount)	What is this user fee?, Does this mean Tipping fee We understand it is the Tipping fee quoted by the bidder in Financial Bid. Authority to confirm the same.	Refer the addendum 3	Addendum: Typographical error to be corrected, User fee to be read as Tipping fee.
197	1 Vol RFP, point 13, page 75	The Bid Security of Rs. ..... (Rupees .....) has been submitted through online mode of payment as provided in the RFP document	The Bid security is required to be submitted in online and BG/FDR so, it is requested to delete online mode and replace with "The Bid Security of Rs. ..... (Rupees .....) has	Refer addendum 4	The addendum may read as follows: The clause to be read as "The Bid Security of Rs. 1.00 Lakhs (Rupees one lakhs) has been submitted as provided in the RFP document".

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			been submitted as provided in the RFP document" Please match this with requirement of KPP portal. Request authority to provide Banker Details to Process Bank Guarantee.		The Bank Details are provided as :- A/C Holder Name: A/C Name: IFSC:
198	1 Vol RFP, Form-15 and form 16, page 103, 104	Week Numbers	What are these week numbers? And is this week no valid only doe 6 weeks? This form needs revision	Appendix-I form 15 mentioned in RFP is indicative and to be submitted during concession period on monthly basis along with bill to verify the availability of deployment personnel. Tender Condition prevails.	
199	1 Vol RFP, Note (1); page no 110	The Incremental escalation (year on year) of the quoted/ accepted rate shall be shall be paid 5% after completion of first year of commercial operation date of that particular facility.	We understand, Incremental increase here means, escalation of Tipping fee with approved rate of escalation on previous year tipping fee. For an Illustration, if the tipping fee for year 1 is Rs 100 and escalation is 10 %, the tipping fee for 2nd year comes to Rs. 110 and for 3rd year is Rs. 121(110+10% on 110) and so on. Also, Since C&T work is completely manpower and Diesel intensive based, we request Authority to consider 8% +WPI. This will help the concessionaire to mitigate the inflation and	Tender Condition prevails.	

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			manage the contract efficiently and effectively.		
200	1 Vol RFP, Appendix II, Form-2 B page 112	Format for Financial Bid Support Document	Please clarify whether all the forms for Appendix II pages 108 to 117 are part of online submission. The KPPP portal cannot be accessed until all the technical part is uploaded. In general KPPP portal has only one provision of filing the BOQ and no other provision of uploading other forms. Also except for BOQ as given in appendix 2 form 2a no there is document or forms can be uploaded. Please review and clarify Also other forms in appendix II is not required. It is also submitted that like other portals of other e procurement sites all the uploading forms to be made visible and accessible simultaneously	Tender Condition prevails. Except the financial quote all letters excluding the financial quote need to be submitted hard copies in a separate sealed cover superscribing with title of the appendix and form number.	
201	1 Vol	Declaration regarding customs / excise duty	This is not relevant. May line to review and delete	Tender Condition prevails	

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	RFP, Appendix II, Form-4 page 116	exemption for materials to be purchased for use in developing the Project	How is this related to this Project and how will it be part of Bid document? It is no relevant to this clause and hence we propose to delete this form.		
202	1 Vol RFP, Annexure I, Table 2, Page no 119	The Approximate and the Indicative summary of vehicles of the package	Please provide the ward wise minimum number of vehicles, types , GVPs, Compactors bins, TS , Containers , Compactors, HL and any other details required for the project execution. This is must so as to have a mandatory ad fairness in the cost/ bidding quote. The Refuse Compactor is not mentioned as a desired vehicle. To Eliminate GVP's, it is very good to have 1100 litres bins and the Refused Compactor.	Tender Condition prevails	
203	1 Vol RFP, Annexure II & III Pg no 120 - 123	Special Cases Model Clause / Certificate / Undertaking to be inserted in tenders etc.	This is not relevant to this project and may be deleted These Annexures does not give any clarity on what it means and hence we request to review such Annexures.	This Clause stands deleted.	
204	1 Vol RFP Point 5 (d) Pg 88	Method proposed for processing of legacy waste and utilization plan	Please delete legacy and replace with fresh waste	Refer Addendum 4	Addendum: RFP vide point 5 (d) the text "legacy waste" is replaced with "fresh waste"

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		for components recovered: • Organic fraction • Combustible fraction • Inert fraction • Recyclables • Hazardous waste.			
205	1 Vol Table 2 Page No 119	Table 2: The approximate and indicative Summary of Vehicles for Package: Options/ Packages | Auto tippers per transfer station by 2 trips per auto | auto tippers per package | containers of 20 Cum: carrying capacity in Cum | No. of containers | Hook loaders: No. of trips per Hook loader | Approximate Hook loaders required Package-I | 82 | 542 | 20 | 109 | 3 | 60	Can the concessionaire propose alternative technologies, such as EV-driven vehicles, that meet the concessionaire's criteria in terms of the overall proposed cubic capacity	Tender Condition prevails	
206	1 Vol RFP Pg 126	Land Owned by: Private Land Note: BSWML must procure the land at Terrafirma from private owner on standard purchase basis	Authority should ensure timely handling over of the unencumbered and free land. Please clarify that the bidder has no liability and accountability on the land arrangement or provided by the authority for this package and all other packages	The Authority will provide land for: - All the Proposed Processing and Disposal sites - Workshops and Maintenance office - Parking Yards. - Transfer station The land shall be provided on permissive use basis and for only concession period.	Tender Condition prevails
207	2 Vol DCA Clause 2.6.8 Pg 20	Sewerage Line connection: Need to be established The Authority will provide infrastructure facilities like motorable access roads, drains, waste, sewerage system connection and electricity	The bidder would request the authority to arrange for the sewer system at the proposed processing facility – Terraform. Also, the bidder requests the authority to provide the land without any encumbrances; by the start of the project apart from provide infrastructure facilities like motorable access	Tender Condition prevails.	

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		connection up to gate of all the facilities.	roads, drains, waste, sewerage system connection and electricity connection up to gate of all the facilities Authority to confirm		
208	1 Vol RFP Pg 126	Location of processing Plant Sakkare gollahalli, 90 Acres Note: BSWML must procure the land at Terraform from private owner o standards purchase	Authority should handed over the land with free of cost with proper Change of Land Use (CLU).	Tender Condition prevails	
209	1 Vol Request for Proposal	Package 2 (RR Nagar & West Zone) Package 3 (East & Mahadevapura Zone) Package 4 (South & Bommanahalli Zone) SITE CONDITION Electricity : Need to be Establi Water Line & Requirements : Need to be Establi Sewerage Line connection : Need to be Establi	The bidder would request the authority to arrange for electricity, water line & sewerage connection at the proposed processing facility of package 2, 3 & 4 before start of the work order / agreement. Authority to arrange and confirm.	Tender Condition prevails	
210	2 Vol DCA Point (c) Pg: 3	wherein the authority shall establish the transfer stations through its fund in each division of the jurisdiction of the package and handover such transfer stations to the successful bidders.	We understand that the Authority will Construct and handover Transfer station for O&M in the Package Jurisdiction area, including the Bengaluru Urban district. Authority to confirm the same.	Tender Condition prevails	

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211	2 Vol DCA Point (d) Pg: 4	.....and one among the four packages is the Package-1 for a period of 30 years as concession period including the construction period of 24 months from date of COD	We understand the Concession Period is 30 years from the date of COD of the Project and facility. For C & T The Concession period is the period of 30 years from the date of complete hand over of all the wards and zones in the said packages For All Facilities including P & D C & T The Concession Period is 30 years excluding the construction period of the P & D facilities post handing over of that facility For both combined C & T and P & D whichever the later .	Tender Condition prevails	

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212	2 Vol DCA Point (c) Pg: 4	The authority is sharing these land and support infrastructure as stated above which is more meaningfully the public investment and the remaining entire amount towards procurement of the vehicles, GPS/RFID mechanism, establishment of the office infrastructure, workshops, parking yards, processing facilities to treat the 100% MSW before SLF and such expenditure is defined as private investment of the bidder.	We presume the Land for the parking stations, workshops and the support Infrastructure as desired for the project execution will be handed over to the concessionaire on the license basis. It is very difficult for Private party to identify and procure lands for the SWM works.	Refer Reply to query 6 &13	
213	2 Vol DCA Point d Pg.4,	ACS UDD/GOK, Chief Commissioner/BBMP entered into an MOU with BSWML to take the MSW projects and accordingly the BSWML is authorized to take up such projects. The cabinet of Gok has given the consent and approved the proposals to establish integrated C&T and P&D facilities in four packages and one among the four	Please modify the Concession period 30 years from the date of COD and Construction period for 24 months from consent to establishment.	Refer Reply to query number 177	

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		packages is the Package-1 for a period of 30 years as concession period including the construction period of 24 months from date of COD.			
214	2 vol DCA Cl-1.4.1.e Pg: 09	Priority of agreements, clauses and schedules	In the existing clause we request authority to mention that any addendums, replies or anything written and uploaded on the portal to be considered as part of the Tender document.	Tender Condition prevails	
215			Please add: - 1) Pre-bid Queries 2) Any written communications made between the parties shall be the part of this agreement.		
216			Pl add the below point. Written clarifications, if any, issued to the bidders.		

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217	2 Vol DCA Cl-2.1.1. Pg: 11	The proposed facilities shall be constructed & operated for current population. Hence, the infrastructure assessed & proposed is only for the present demand with additional 25% of the increase in the population. If the jurisdictional area/input quantities are increased beyond 125% of current assessed input quantity, then the alternative measure needs to be looked upon by authority and appropriate decision on the same shall be taken up subsequently.	The project is concession area based. Any waste increase has to be handled processed and disposed by the selected party And the concessionaire shall be increasing or expand the facility as per the Increase in waste quantum in that package under the same Terms and conditions set in signed concession agreement. We have the same kind of contract operating in Hyderabad, Delhi, Raipur on PPP Model. However, any change in area or demarcation may be reviewed and paid accordingly based on mutual agreement	Tender Condition prevails.	
218	2 vol DCA, Point (g) Pg: 14	The BWGs shall be directed to pay the tipping fee towards C&T and P& D as approved rate of the corresponding package.	Does the approved rate refer to the rate paid to Concessionaire for the regular tipping fee in that particular year, and should same be considered for BWG's? Please confirm.	Tender Condition prevails.	

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219	2 Vol DCA Clause 2.1.5(d,e), page 15	d. It is the responsibility of the concessionaire to undertake operation & maintenance of Transfer Stations (TS) handed over to the concessionaire. e. It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and regulatory requirements at suitable location. The concessionaire has to establish these facilities in every zone and maintain the same at the cost of the concessionaire as per the extent of the rules prevailing and indemnify the client from any fire, health hazards at these facilities.	We also request Authority to provide and handover lands for each of the following Parking yards, Maintenance Workshop Admin Building Contral Command centre Transfer stations At least at 5 locations in each zone in that entire jurisdiction of the concession area This may kindly be provided in near by the Transfer stations to bring out effectiveness and efficiency in the project execution	Refer to reply for the query number:13	

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220	2 Vol DCA Cl. 2.2 Page no 17.	To upgrade/replace/revamp and develop' all the existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead animals, Sanitary Waste and any other waste as authorized by the authority.	Since this is an additional scope of work, it should be proportionately compensated. There has to be separate tipping fee such waste and waste handlings as volume and quality and technology is high and involves higher cost It is suggested to remove the same from the scope of the work	Tender Condition prevails.	
221	2 Vol DCA, Cl (2.9.11); Page 25,	The inert from the processing plants shall not be more than 20% of the total waste received at the processing facility.	We understand this 20% of total waste received at processing plant excludes Silt waste and Street sweep waste. Since the concessionaire will not handle C&T operations during the initial years (which is maximum of 5 years), there is a potential risk of increase in waste mix, which will lead to an increase in inert materials. So we request Authority to remove penalties on inert disposal for the initial 5 years or increase the inert limit to 35% of the waste received at the Processing plant for Pre processing.	Tender Condition prevails.	
222	2 Vol DCA Cl: 2.9.4	The Authority through the Government of	Authority should take the responsibility for ensuring timely	Tender Condition prevails	

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	Pg No:24	Karnataka is considering that concessionaire will be paid a Tipping Fee (Per ton basis) for the services rendered under the proposed scope of the project.	payments to the Concessionaire without causing any delays. If there is any delay in release of funds from government of Karnataka to Authority, Concessionaire's tipping fee cannot be held back. Please provide payment assurance, mechanism and fund flow/ arrangement for the project., as stakes for Concessionaire is very high given the scale and investment to be made in this project.		
223	2 Vol DCA, Point (r) Page 97,	The Concessionaire shall not be ordinarily entitled to additional land beyond the quoted land in the Financial Proposal for the implementation of the Project. However, under unavoidable circumstances and in the interest of the Project, BSWML based on availability, may consider allocating additional land for the implementation of the Project upon the request of the Concessionaire and such	We request Authority to provide additional land in future with no cost burden to the concessionaire. Waste Management is the obligation of the ULB and should be done Providing land at free of cost to the bidder is a must obligation of the authority and the authority must not charge any bidder for the cost of the land	Refer addendum 4	Read the addendum as follows: The clause vide point (r) vide page 97 of DCA stands deleted

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		allocation shall be subject to the payment of [150% (one hundred and fifty percent)] of the [circle rate] of the land, for each additional acres of land and part thereof. If the additional land requirement changes position of the Selected Bidder vis-à-vis the second preferred bidder, then the Concessionaire shall pay to BSWML, a sum of equivalent to: (a) [150% (one hundred and fifty percent)] of the [circle rate] of the land for each additional acres of land and part thereof			
224	2 Vol Sl. No. 18.4 & Pg 138	Default Interest:	Existing clause says Not Applicable. Not Applicable. Request to amend for "delayed payments over 30 days from the due date Interest is applicable as per SBI MCLR+ 3%".	Tender Condition prevails.	
225	2 Vol DCA Page 134	Part 1 – Schedule 2	Add a clause that "Balance 20% of the payment must be released within 60 days after the submission of the particulars by the concessionaire. For delayed	Tender Condition prevails.	

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			payments, Interest clause will be applicable".		
226	2 Vol DCA Page 134	Part 2 – Schedule 2	Add a clause that "Balance 20% of the payment must be released within 60 days after the submission of the particulars by the concessionaire. For delayed payments, Interest clause will be applicable".		
227	2 Vol DCA Page 60	Performance Security	Please define the bid cost as per this clause. Doe this mean construction cost or O & M cost Post-COD, the Performance Security shall be reduced to [25% (twenty-five per cent)] of Bid Project Cost till the end of Concession Period or till the Termination Date, as the case may be. Requested to revise 25% to 5% of the Bid Project cost.	Tender Condition prevails.	
228	Article 18 point I payment	Schedule 1 in all clause under this section – 50% Schedule 2 in all clause under this section- 50%	Schedule 1 in all clause under this section to be considered 80% and be released as per the details provided in this section And the remaining combined schedule to be provisioned at 20% to be released as per	Tender Condition prevails.	

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			payment mechanism defined in the document		
229	2 Vol DCA, clause 4.1.2 (b). Page No 30	Provided land for setting up of Project Facilities vacant and free from Encumbrances; provided, however, the Authority may add the task of clearance of land for setting up of Project Facilities in the Scope of Work of this Agreement;	Authority is requested to remove that task "adding of task of clearance of land from setting up of project facilities" from the concessioner part. Authority should provide the Land with proper Change of land use and should be unencumbered.	Tender Condition prevails.	
230	2 Vol DCA, clause 4.1.3.q. Page No 32	Procured at its own cost, water connection, power connection and other service connections to the Site;	Authority should provide the water to the project facilities on frees of cost.	Tender Condition prevails.	
231	2 Vol DCA, clause 4.5 Page No 34	Date of commencement for construction activities:	Authority should consider commencement of the construction activities for processing, treatment and disposal and WTE etc. from the date of Consent from the State PCB.	Tender Condition prevails.	
232	2 Vol DCA, clause 4.5 Page No 34	Date of commencement for O&M activities:	Authority should consider Synchronization of the wte to grid as commencement of O&M activities.	Tender Condition prevails.	
233	2 Vol DCA Point (hh) Page No 39	The Concessionaire share benefit of such carbon credits as per GOI green initiative orders., accruing	Authority should allow the concessionaire to avail the Carbon credit benefit, whereas the Concessionaire is going to	Carbon credits are property of the authority; hence authority will establish the process to secure the carbon credits at its own cost and take the full ownership from the carbon credit.	BSWML to Review

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		to the project during the Concession period.	bare the process cost. Or concessionaire has objection if Authority will bare the process cost and avail the Carbon credits benefit. All the revenues accrued including Carbon credits to be accrued to the bidder		
234	2 Vol DCA clause 5.10 Page No 44,	Obligations relating to Taxes The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes	Please provide the list of taxes so as to have proper assessment Authority is requested to waiver off the property and trade taxes.	Tender Condition prevails.	
235	2 Vol DCA cl 15.4.3 (a) (i) Page No 90	(i) submit an update of the environment and social impact assessment report (the "ESIA"), which has been prepared by BSWML and shall be provided to the Concessionaire along with the RFP;	Authority did not provide the ESIA report.	Refer addendum 4	Addendum as follows: The documents vide clause 15.4.3 (a) (i) shall read as the follows: BSWML shall provide the EIA related documents of the corresponding package to the respective package concessionaires during the award of the work and balance process of the obtaining all statutory approvals from all concern departments including final EIA is the responsibility of the concessionaire.

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236	2 Vol DCA Cl 15.4.3 (a) (iii) Page No 90	(iii) in case of unavailability of such existing document, create ESIA and prepare the EMP.	This should be omitted whereas Authority should prepare such that report.	Tender Condition prevails.	
237	2 Vol DCA clause 15.11.6 Page No 102	Bonus on early completion: NOT APPLICABLE	As NGT Imposed Rs. 3400 Cr. not managing solid as well as liquid waste management in Karnataka and asked to utilize that amount in Solid waste and Liquid waste management. Authority should give the bonus on early completion to the concessionaire from that amount	Tender Condition prevails.	
238	2 Vol DCA clause 15.15 Page No 111	Safety Certification Prior to Project COD	Please clearly whether its Fire NOC for occupancy certificate from fire department and or Occupancy certificate from Building and town planning department	Tender Condition prevails.	
239	2 Vol DCA Point © iii. Page No 122	Within 15 (fifteen) days of receipt of the Scheduled Maintenance Programme, Authority shall notify the Concessionaire of its approval of such schedule.	Separate approval is not mandatory for the Scheduled Maintenance. Hence, approval from Authority can be omitted.	Tender Condition prevails.	
240	2 Vol DCA Point 3 Page No 123	Rescheduling	This can also be omitted	Refer addendum 4	Addendum: The addendum may read as follows: The clause vide16.1.1 (o) (c)-iii-2 to 6 stands deleted.

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241	2 Vol DCA Page No 134	I. Payment Schedule The total approved tipping fee will be bifurcated into two parts. Part-1: Tipping towards C&T and the tipping fee for C& T is 75% percent of the total approved tipping fee. Part-2: Tipping fee towards P& D will be balance 25% of the approved tipping fee.	Authority should contain 50:50 ratio	Tender Condition prevails.	
242	2 Vol DCA Cl: 19.4, Pg.152	Incentive for exceeding to achieve Key Performance Indicators: NOT APPLICABLE	Request the Authority to provide the incentive @10% over the tipping fee rate, if Concessionaire achieves the KPI parameters within the bench marks mentioned.	Tender Condition prevails.	
243	2 Vol DCA Cl: 19.5 Pg no: 153	Door to Door Collections Extent of segregation Collection efficiency Administrative & Stationary Requirements ISWM Facility/Satellite Facilities Billing of User Charges Vehicle Tracking Management System (VTMS)	Penalties were Bifurcated in to following Even though Penalties for performance was bifurcated on 8 variables, weightage has not given for each component, which results in higher % penalties. The formula for penalty calculation is unclear and requires further clarification. He needs to provide a more concise	Tender Condition prevails.	To be reviewed

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		Vehicle Tracking Management System (VTMS) – Turn Around Time (TAT)	explanation on the formula. [P=P for BBMP +0.2(P for BUDD area) There is a Discrepancy in the % of Penalties given in Volume 2[19.5. Schedule of Penalties]& Volume 3[PENALTY STRUCTURE LINKED TO PERFORMANCE STANDARDS] which one prevail A detailed methodology is require to be provided to have clarity		
244	2 Vol DCA Page No 158, clause 7	For more than 1 non-compliances on key regulatory requirements as per MSW Rules, EC conditions or CTO conditions, Penalty of a lump sum amount of Rs. 5,00,000 will be levied for every such notice of Non-consecutive non-compliance. Penalty to be doubled for every consecutive non compliance	Please clarify the mechanism for this penalty EC/CTO conditions and how the Authority is capable to levy penalty on the concessionaire on EC/CTO conditions. This can be leave to PCB and remove this clause from the CA.	Refer the addendum 4	The addendum reads as follows: The clause no. 19.6 at s.no. 7 Deviation from environment Monitoring Parameters to be read as follows: The environment monitoring authority shall be CPCB or State PCB and penalties for non- compliance key regulatory requirements "for more than 1 non- compliances on key regulatory requirements as per MSW Rules, Penalty of a lump sum amount of Rs. 5,00,000 will be levied for every such notice of Non-consecutive non-compliance. Penalty to be

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					doubled for every consecutive non -compliance"
245	2 Vol DCA Page No 165 & 119, clause 7	Deviation from Environment Monitoring Parameters Penalty will be based on the following: Clear successive non-compliance with MSW Rules or EC conditions or CTO from MPPCB in a quarter Successive defaults per quarter on similar exceedance of environmental standard (such as groundwater contamination or gases released from landfill, number of incidents / accidents at ISWM facility) Whether corrective action was taken or not in above cases for resolving the issues	Please clarify whether it is KSPCB or MPPCB. Gasses from Landfill will released, If the proposed land at Terraform is itself solid waste disposal facility and BBMP is disposing there since long time. The ground water maybe contaminated. So the penalty on Environmental monitoring itself is wrong approach in this field. Please omit this clause	Refer addendum 3 dated 29.11.2024 released towards typographical errors in texts to read MPPCB to read as KSPCB. Proposed Site for Processing and Disposal are not on SOLID waste disposed land. The handing over of land will be as per Change of Land Use Pattern as approved by statutory bodies including Micro Implementation Operation Plan (MIOP).	
246	2 Vol DCA -2.1.5 (e)	It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards,	The authority to provide land its own cost for each type of facility in the entire concession area	Refer reply to query number 006	

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		Workshops, Canteen, Administration Buildings as per operational and 16 regulatory requirements at suitable location. The concessionaire has to establish these facilities in every zone and maintain the same at the cost of the concessionaire.			
247	2 Vol Pg:11,Cl-2.1	Name of the work: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centers and further processing the same in four packages- "Package-1 (Dasarahalli & Yelahanka Zones)".	Please specify the names and areas of the processing center locations.	Tender Condition prevails	
248	2 vol DCA Cl-2.1.4.1	It is Proposed to eliminate the Garbage	Elimination of GVP's can happen effectively if there is a provision	Tender Condition prevails.	

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	Pg: 13	Vulnerable Points (GVP's) within the duration specified in the KPI's from the COD of the facility and adhere to the KPI as per the article 19 of the DCA.	of deployment of 1100 l bins and Refuse compactors to lift up the same. The authority must provide the list and location of all GVPs so as to plan accordingly		
249	2 Vol Pg. 13 Cl 2.1.4.1.c	All vehicles must follow the uniform color code and entire staff deployed must be wear the uniform at all times and shall equip with PPE at all times. There is about 1232 TPD is estimated to collect from source generators from the corresponding package-1 within the jurisdictional area. This estimated quantity is excluding the BWGs waste. The concessionaire may submit the comprehensive masterplan and methodology to collect and transport from the source generation as well as GVPs. A detailed assessment maybe done by the concessionaire with regards to	When does the Concessionaire need to conduct this detailed assessment for the collection of BWG's waste? Please specify.	Tender Condition prevails	

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		anticipated waste to be collected from BWGs and accordingly the requirement of the vehicles may be ascertained			
250	2 Vol Pg:15 Cl-2.1.5.e	It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and every zone and maintain the same at the cost of the concessionaire as per the extent of the rules prevailing and indemnify the client from any fire, health hazards at these facilities.	Suitable and appropriate Land required for any type of facilities for this project is a must obligation of the authority	Refer reply to query number 006	
251	2 Vol Pg:16, Cl-2.1.5.g	The works for operation and maintenance of Transfer Stations, for storage and handling waste and transportation of the RDF, recyclables from the transfer stations to existing DWCC should commence soon after the concessionaire	In point no. (F), Authority states that the Concessionaire should not start Collection & Transportation (C&T) works until the ongoing C&T contract is either terminated or completed. However, on other hand, the Authority insists the Concessionaire to begin the operation and maintenance of	Refer the reply to query number 110	

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		agreement is signed. Delay in start of the any scope of the work shall attract penalties as per the KPI vide article 19 of DCA	transfer stations, storage, and handling of waste, RDF, recyclables, etc., immediately after signing Concession Agreement (CA). This creates a contradiction in the instructions. Kindly review and confirm Authority's stance on this matter to avoid confusion and prevent the Concessionaire from facing unnecessary penalties or issues related to KPIs.		
252	2 Vol DCA Cl-2.1.5 (g) Pg: 16	The works for operation and maintenance of Transfer Stations, for storage and handling waste and transportation of the RDF, recyclables from the transfer stations to existing DWCC should commence soon after the concessionaire agreement is signed.	The O&M operation and maintenance of Transfer Stations, for storage and handling waste and transportation of the RDF, recyclables from the transfer stations to existing DWCC should commence after COD.	Refer the reply for the query number 110	
253	2 Vol DCA Cl-2.2 Pg: 17	To upgrade/replace/revamp and develop' all the existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead animals, Sanitary Waste and any other waste as	Disposal of DHW, Dead animals and Sanitary waste is a costly affair in terms of its scientific management. So it is not possible to have same processing fee for the above mentioned waste. Hence we recommend authority to have separate BOQ's for the above mentioned waste management.	Tender Condition prevails.	

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		authorized by the authority.	Also other waste needs to be defined. Dead animals and animal rendering waste is not part of MSW hence it has to be deleted from the scope of the work. Please clarify whether manpower engaged by private contractors has to be taken for this project. Please provide the list		
254	2 Vol DCA Cl-2.4 Pg: 17	The manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection & transportation to the corresponding ISWM package. If any dispute arises with regards to the payment to the manpower deployment, then the minimum wages prevailing at the time of entrustment of scope pertaining to the C&T of ISWM shall be considered and the decision of the authority shall be final,	It is must pertinent to mention that if those manpower's have to be engaged for this project then the same has to be taken only as per minimum wages and any additional cost on manpower or any other has to be borne by the authority Also By this clause we understand that the Concessionaire will adhere to the minimum wage and if there is any deviation, the authority will compensate the same.	Tender Condition prevails	

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		and concessionaires are bound to the same.	Authority to confirm the same.		
255	2 Vol DCA Cl-2.5 Pg: 19	The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, soil conditioner, User Charges from Bulk Generators, raw RDF, C&D, Soil, sale of power, electricity or any other by-product materials shall go to the Concessionaire account and concessionaire has considered such revenue and offered the discount towards the estimated revenue by the concessionaire	There are some contradictory clauses related to the sharing of benefits but most of the places it is written, The benefits of outputs are in the account of the concessionaire and the authority shall not claim it. We understand, The authority agrees to facilitate the receipt of all such benefits to the concessionaire and no such benefits will be shared with the authority	Tender Condition prevails Refer reply to query number 233	
256	2 Vol DCA Cl-5.1.7(hh) Pg: 39	The Concessionaire share benefit of such carbon credits as per GOI green initiative orders., accruing to the project during the Concession period.			
257	Vol III, Schedules, 1.5 (f) page 7	The Concessionaire shall share revenue generated through carbon-credits as per the extent of rule of GOI on green initiative.			

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258	2 Vol DCA, Clause 2.6.13, page 20	The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier.	We understand Authority shall have such right only after paying the termination payment to the concessionaire.	Refer reply to query number 78	
259	2 Vol DCA, Clause 4.1.3(b); page 31	Provided the Performance Securities to the State Government and the Authority pursuant to Article 9	The Bank Guarantee can be issued in the name of one person, So we request authority to accept BG in the name of Authority/ state govt only. Please clarify	Bank Guarantee shall be issued in Name of the Authority i.e. BSWML.	
260	2 Vol DCA, Clause 4.1.3(q); page 32	Procured at its own cost, water connection, power connection and other service connections to the Site;	We request Authority to Supply Water, Power connection and other service connections like motorable road till the Facility Gate.	Tender Condition prevails	
261	2 Vol DCA, Clause 5.1.7(v); page 32 2Vol DCA,Clause 15.13 (108)	Trial operations commence Secondary Collection and Transportation of the Solid Waste from the Designated Bins and Collection Points within the Project Area at least [60 (sixty)] days prior to COD, during the Trial Operations period;	This clause is arbitrary and not in the interest of DBFOT The Trial period for 60 days is abnormally high, generally it is for a week and for more than that tipping fee should be paid for this period for all the days	The Trial period will be paid as per approved tipping fee in the year of trial period.	BSWML to decide
262	2 Vol DCA, Clause 6.2(I)(b)(k)	Authority hereby agrees that if there is any financial or tax benefits or otherwise in respect or		Except carbon credits remaining all provisions are as per the Tender conditions. Carbon credits are property of authority and the same shall be as per the reply to query number 233.	

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		on account of the Project (including but not limited to viability gap funding, carbon credits (as per the GOI green initiative orders) and tax benefits), they shall accrue directly and exclusively to, Concessionaire alone and not to authority and authority hereby undertakes that it shall not claim or file and application claiming such benefits to the prejudice of Concessionaire. The authority agrees to facilitate the receipt of all such benefits by Concessionaire, whether on its own			
263	2 Vol DCA, article 19, schedule of penalties	Table 6: Billing of User Charges	We understand the Collection of User charges and its benefit is in account of the selected concessionaire. Authority to confirm the same.	Refer reply to query number 134	
264	2 Vol DCA clause 2.6.12, page 20	The Authority will notify user charges for generators to be collected by selected concessionaires. The user charges collected amount will be into the account of selected concessionaire		Refer Addendum : 4	

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265	2 Vol DCA clause 6.1(r), page 49	collect user fee as for door-to-door collection of solid waste		Refer addendum 4	The addendum may read as follows: The clause 6.1 (r) stands deleted.
266	2 Vol Pg. 17, DCA, Cl: 2.4.1	The scope & terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date of appointing the agencies for the 89 packages.	Will the existing contractors transport the collected MSW upon commencement of P&D facility by the Concessionaire? please confirm	Authority will appoint the Independent Engineer and the Independent Engineer will monitor the same	
267	2 Vol Pg 18, Cl-2.4.2	There are seven existing compost plants which are under operational conditions and are maintained by 1. KCDC & 2. Kannahalli 1. Lingadheeranahalli, 2.Doddabidarakallu, 3. Chikkanagmangala, 4. Seegehalli & 5. Subbarayanapalya	Please provide the date of handing over of these facilities Please let us know the tipping fee for the O & M of such facilities till the construction and operation of the facilities Please specify expiry date of the existing contract.	As is available basis, the existing facilities of the jurisdiction of corresponding package shall be handed over to the concessionaire of the respective package of the jurisdiction.	
268	2 Vol Pg 18, Cl-2.4.3	The Transfer station at 3 Locations 1. BTM Layout, 2. Chickpete	Until and unless existing contract tenure gets expired, the mentioned transfer stations are not handed over to concessionaire? pls confirm	Yes agreed	

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		3. Mahadevapura			
269	2 Vol Pg 18, Cl- 2.4.5	The additional transfer stations required for the corresponding package shall be established by authority at its own cost and handed over in a phased manner along with the C&T portion of the scope. The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement or designed to receive, manage, process or dispose	Please specify the timeliness for construction of additional transfer station by Authority and its allotment to Concessionaire. Hope it should be done within 6 months from date of signing of CA, so that the concessionaire can operate the C&T operations very smoothly.	Tender Condition prevails.	
270	2 Vol Pg. 19 Cl-2.5.e	The Detailed Project Report DPR to be prepared by Concessionaire and approved by Authority. A summary of the details of the waste generated along with existing for processing and treatment of waste by BBMP are given in project information memorandum (PIM)	Does DPR should cover C&T works, although it is not handed over to Concessionaire in the initial stage? pls confirm.	Tender Condition prevails	

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		attached along with the RFP			
271	2 Vol Pg 21, Cl. 2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire.	We understand that the collected user charges shall be the revenue of Concessionaire's and it is over and above the tipping fee.	Refer Addendum: 4	
272	2 Vol Pg 21, Cl. 2.6.15	The Authority shall appoint the Independent Engineer within 75 days from the date of signing of the Concession Agreement through a tender process to monitor the project execution and implementation.	Please modify Authority shall appoint independent engineer by consulting the Concessionaire.	Tender Condition prevails	
273	2 Vol Pg 22, Cl 2.8.1	Construction Period for P&D facilities: 24 months from the date of receipt of letter of acceptance	Please consider the construction period for 24 months from Consent to establishment (CTE) instead of letter of acceptance or handover of site.	Tender Condition prevails	
274	2 Vol Pg 24, Cl 2.9.1	The Authority will enter into a concession agreement with Concessionaire for a period of 30 years from the date of each facility – COD.	Is this 30 years Concession period covers for both C&T and P&D? If Concessionaire achieves COD C&T after 5 years from the date of signing of agreement then the	Tender Condition prevails	

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			Concession period should be 30 years from the COD C&T.		
275	2 Vol Pg. 38, DCA, Cl: 5.1.7.v	Commence Secondary Collection and Transportation of the Solid Waste from the Designated Bins and Collection Points within the Project Area at least [60 (sixty)] days prior to COD, during the Trial Operations period;	Request the Authority to pay tipping fee amount during such 60 days trail period or trail period shall be restricted for 7 days to monitor the performance of facility as a standard practice Trail run operations cannot be done for 60 days without having any tipping cost as running the plant will have day to day financial implication on the Concessionaire.	Tender Condition prevails	
276	2 Vol Pg 49, Cl 6.1.2.n	handover to the Concessionaire within [24 (twenty four) months] of the Execution Date, the existing infrastructure of Secondary Collection Points on an as is where is basis, if any	Request Authority to handover the existing infrastructure of collection points within 12 months instead 24 months for smooth execution of operations.	Refer addendum 4	The addendum may read as follows: The Clause6.1.2 (n) is to be read as "Authority to handover the existing infrastructure of collection points by no later than 6 months for smooth execution of operations to meet the benchmark criteria set for the concessionaire or as is available basis.
277	2 Vol Pg 50, Cl. 6.2.I.d	The Authority shall reimburse the Financing Support / Grant to the Concessionaire within 7 (seven) days of accordance with the	Is this the Capex or Opex grant ?and also please specify about percentage of grant released by Authority.	Refer addendum 4	The addendum may read as follow: the 6.2 (I) (d) of DCA stands deleted.

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		Grant Disbursement Schedule indicated in the Detail Project Report submitted by the concessionaire.			
278	2 Vol Pg. 60, Cl. 9.1.	Performance Security	Request Authority to consider the PBG @5% instead 9% of project cost.	Tender Condition prevails	
279	2 Vol Pg 61. Cl. 9.3.1	As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable bank guarantee to the State Government and the Authority, for an amount corresponding to [4% (four per cent)] of the Bid Project Cost (the "O&M Security").	In Clause no.9.1.1, it says PBG for O&M shall be reduced by 25% of Construction PBG amount. Wherein, in this provision it says PBG amount shall be 4% of project bid cost. Both the statements are contradictory. Pls check and mention any one of two provisions.	Tender Condition prevails	
280	2 Vol Pg 61. Cl. 9.3.3	The O&M Security shall secure the due performance of all the Concessionaire's obligations during the O&M Period	Pls also mention, the PBG for O&M period should be released within 30 days from date of completion of concession period.	Tender Condition prevails	
281	2 Vol Pg 61. Cl. 9.3.4	Accumulated deduction will be effective from the	Request Authority not to make any deductions through security	Tender Condition prevails	

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		end of each year. If deficiency to adjust such deduction, the same shall be deducted from security under 9.3	guarantees. Any deductions can be made through monthly tipping fee bills in the form of KPI's for such deficiencies. Hence request Authority to delete this provision under all such security provisions.		
282	2 Vol Pg. 65 Cl. 9.11	Technology Performance Security	Request Authority to delete this TPS, as already concessionaire is submitting PBG for entire concessionaire period. If there is any deficiency in technology during the concession period, then Authority can levy the penalties instead of this Technology security.	Tender Condition prevails	
283	2 Vol clause 9.11, page 65	Technology Performance security	This is not an EPC contract where Technology Performance security is required, Also, Since O&M security is already considered, the Technology Performance security will bring overburden to the Financial health of the concessionaire.	Tender Condition prevails	
284	2 Vol Pg. 65 Cl. 9.12	Additional Performance Security	There is no percentage mentioned for submission of additional performance security. pls specify.	Tender Condition prevails	
285	2 Vol DCA clause 10.5, (i)page 70	The Concessionaire shall not sub-license whole or any part of the Sites.	We request the Authority to allow provision of Subcontracting	Refer Article 15(clause 15.5) and Article 16 (Point i- sub- contracting). Tender Condition prevails.	
286	2 Vol DCA clause 12.2.1, page 76	The Concessionaire shall be entitled to create assignment by way of	There is contradiction in the clause, authority to confirm, which clause shall be considered.	Tender Condition prevails	

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		Security over all of its rights, title and interests in and to the Concession Agreement and the Escrow Agreement in favour of the Lenders for the purpose of obtaining Financial Assistance for the Project, provided that the creation of such Security will not result in any financial liability to BSWML or the State Authority	.		
287	2 Vol DCA clause 12.2.4, page 76	The Concessionaire shall not be entitled to create any Security over the Site or any part thereof, or any of the Project Facilities whether in favour of the Lenders or any third Persons.		Tender Condition prevails	
288	2 Vol Pg 79, Cl. 13.4.	Duties of Project Engineer:	Kindly add the below point: 1) The Project Engineer should certify monthly bills within the specified time period and recommend Authority for release of payment to Concessionaire. 2) Project engineer should follow-up with the Client/Authority for	Tender Condition prevails	

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			release of timely payments to concessionaire.		
289	2 Vol DCA clause Article 14, page 81	Project management Unit	We request that the Authority should have provision of Independent Engineer or the Project Engineer only.	Tender Condition prevails	
290	2 Vol DCA, Clause 15.12(f), milestone	Planning Phase Landfill	It is to confirm by the Authority who shall be responsible to take the EC of SLF, We request the Authority to initiate the Process of Environmental clearance as it takes more than a year to get EC. Also Proposed locations for processing facilities have nearby residential settlements, we kindly request authority to initiate the EC process for the SLF. Also the Timelines to be revised for EC as 1.5 years.	EC & EIA for SLF is within the scope of the concessionaire as the COD is part of the scope of the bidders. Tender Condition prevails	
291	2 Vol DCA clause 15.6 (r) page 97	The Concessionaire shall not be ordinarily entitled to additional land beyond the quoted land in the Financial Proposal for the implementation of the Project. However, under unavoidable circumstances and in the interest of the Project, BSWML based on availability, may consider allocating additional land	We understand this clause has relevance to this project as there is no financial quote to be made for Land as per Annexure II(Price Bid Sheet)... We request Authority to delete this whole clause 15.6(r). And additional land required should be provided by the Authority as per the license.	Refer Addendum 4 (Refer to the reply for query no 223)	

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		for the implementation of the Project upon the request of the Concessionaire and such allocation shall be subject to the payment of [150% (one hundred and fifty percent)] of the [circle rate] of the land, for each additional acres of land and part thereof. If the additional land requirement changes position of the Selected Bidder vis-à-vis the second preferred bidder, then the Concessionaire shall pay to BSWML, a sum of equivalent to: (a) [150% (one hundred and fifty percent)] of the [circle rate] of the land for each additional acres of land and part thereof; or (b) the difference between Bid Project Cost of second preferred bidder and the revised Bid Project Cost of the Selected Bidder/Concessionaire; whichever is higher			

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292	2 Vol Pg 97, Cl 15.7.5	It shall be the Concessionaire's obligation to obtain all required clearances and approval for purposes of setting up, operating and maintaining the Waste to Energy	Pls also add, the Authority should provide assistance/support for obtaining requisite clearances from respective officials for construction of waste to energy plant.	Tender Condition prevails	
293	2 Vol Pg.: 105, DCA, Cl: 5.12.1.f	Construction Phase: 18 Months for Compost & RDF 24 Months for Waste to Energy Plant/ Bio methanation plants from Appointed Date.	Request Authority to consider Concession period for construction phase for 18 & 24 months' time period from the date of obtaining Consent to Establish, instead of appointed date as obtaining permissions will take at least 1 year.	Tender Condition prevails	
294	2 Vol Pg 113, Cl 16.1.1.E	Concession period: 28 years from the date of issue of COD.	Please modify this entire agreement says 30 years from COD not 28 years.	Refer clause 3.3 of DCA and this clause prevails all other clauses.	
295	2 Vol Pg. 121, Cl n. Design Capacity	During each day of the O&M Period, the Concessionaire shall ensure that Project Facilities can accept and process Solid Waste up to its design capacity.	Does Concessionaire have right to accept the waste from other Contractors after or before achieving COD, pls confirm.	Tender Condition prevails	
296	DCA, Article 18, payments, page 131	Yearly escalation of 5% is applicable for Project Cost during O&M phase shall be applicable only after completion of the first year.	Yearly Escalation should be on Previous year tipping fee, Authority to confirm the same. Also we request Authority to give escalation provision of 8% +WPI.	Tender Condition prevails	

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297	2 Vol Pg. 132, Cl 18.1.6.d	d. Tipping Fee payment Schedule	If the tipping fee bills are submitted to both IE/Authority then who will certify the bills? pls specify.	Refer Clause of Payment schedule of DCA, clause 18.1.6(a). Tender Condition prevails	
298	2 Vol Pg. 132, Cl 18.1.6.e	e. Tipping Fee Paying Agency	We understand, Authority will release payments within specified timelines to Concessionaire irrespective of whether Authority gets required funds from the Authority of Karnataka from the plan/non-plan grant allocated for Municipal Corporations. Please confirm.	Refer Clause of Payment schedule of DCA, clause 18.1.6(a) and (e). Tender Condition prevails	
299	2 Vol Pg. 132, Cl 18.1.6. I	Payments Schedule	We request Authority to release Balance 80% of Part-1 tipping fee payments to release within 30 days from the invoice submission by Concessionaire. We also request Authority to club Schedule 2 & Schedule 3 under Part 2 and release the balance 50% payment within 30 days from date of invoice submission by Concessionaire. If there is any delay in release of payments beyond 60 days, then Authority is requested pay interest at the rate of 2 % above the SBI PLR.	Tender Condition prevails	
300	2 Vol DCA, Clause 18.16 (I), page 134	Part 1: Schedule 2: Balance 50% of the payment shall be released after verifying	The balance payment after verification should be made within 30 days of Invoice	Tender Condition prevails	

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		the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties towards non adherence of KPI of arcticle19.	submission. Requesting Authority to confirm.		
301	2 Vol DCA, Clause 18.16 (I), page 134	Part 2: Schedule 2: 40% of the payment of part-2 shall be released after verifying the quantity processed at various processing plants based on reviewing the actual quantity of input recorded at processing plants, random checking and certified by the independent engineer Schedule-3: Remaining 10% of the tipping of part-2 towards P&D share shall be released after verifying the quantity of inerts disposed, penalties due to non- performance of KPI etc. Schedule 4: Every payment must be linked with the key performance indicators	Schedule 2, Schedule 3 and Schedule 4 to be clubbed in one go.	Tender Condition prevails	

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		and the final payment of each invoice shall be paid after adjusting the penalties towards non achieving the KPI's under Article 19			
302	2 Vol 18.1.6.I.Part I	Schedule 1: 50% of the payment shall be processed as soon the invoice is submitted by the concessionaire and the same shall be released within 7 working days.	Kindly release the 75% amount within 7 days towards C&T works and balance 25% after making necessary deductions. And also consider the KPI & Penalty deductions only in 25% of billing amount not on 100% of C&T billing amount.	Tender Condition prevails	
303	2 Vol Pg 137. Cl. 18.1.6.I.Part II Schedule 4.K	The MSW Payments shall be varied each year in the month of April (FY) in proportion to change in Consumer Price Index, issued by Ministry of Statistics and Program Implementation, Authority of India	we understand that CPI based payments for every FY shall be over and above 5% of escalation rate and also please provide the mechanism under which CPI base price escalation can be calculated. what is the MSW payments? Is this CPI calculated for yearly tipping fee rate? pls confirm	The fixed escalation @ 5% after completion of first year after the COD. refer Article 18.1.1of DCA. Tender Condition prevails	
304	2 Vol DCA, Article 19 clause 19.1.2(b), page 139	The Collection Coverage shall be no less than [100% (one hundred per cent)] in a month.	Achieving 100% segregation in a month is impossible. There should be a tolerance level and we request the Authority to make a provision of maximum 80%	Refer clause 19.5 schedule of penalties vide table-1&3 for door-to-door collection and 19.6 (performance standards). Tender Condition prevails.	Addendum: The addendum may be read as follows: clause number 19.5 vide tables to 6 and clause 19.6 the text ULB

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			waste segregation till the entire concession period. There should be 20% tolerance level.		to be read as Zone of the corresponding package.
305	2 Vol DCA, Article 19 clause 19.1.2(d)(iii), page 140	The Concessionaire agrees that the Reliability for the collection vehicles and transportation vehicles each in accordance with Article 19.1.2(d) shall be equal to or more than [1 (one)].	We request the Authority to accept 95% of vehicles to be available as there can be breakdown of vehicles.	Tender Condition prevails	Addendum: The addendum may be read as follows: clause number 19.5 vide tables to 6 and clause 19.6 the text ULB to be read as Zone of the corresponding package.
306	2 Vol DCA, Article 19.4, Page 152	Incentive for exceeding to achieve Key Performance Indicators: NOT APPLICABLLE	This should be made applicable. Ideally, If there are penalties for nonperformance, there should be a reward for outstanding works.	Tender Condition prevails	Addendum: The addendum may be read as follows: clause number 19.5 vide tables to 6 and clause 19.6 the text ULB to be read as Zone of the corresponding package.
307	2 Vol Pg. 153, DCA, Cl:19.5	Schedule of Penalties	Can each item under the Schedule of Penalties be calculated by allocating specific percentages of Contract Price to individual Tables under Schedule of Penalties.	Tender Condition prevails	Addendum: The addendum may be read as follows: clause number 19.5 vide tables to 6 and clause 19.6 the text ULB to be read as Zone of the corresponding package.
308	2 Vol DCA, Article 19.5, page 153	Schedule of Penalties	No where in the document it talks about percentage of marks allotted to each KPI, thereby making KPI linked penalties a vague clause. We request Authority to allocate marks for the following 8 KPI's.	Tender Condition prevails	Addendum: The addendum may be read as follows: clause number 19.5 vide tables to 6 and clause 19.6 the text ULB to be read as Zone of the corresponding package.

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309	2 Vol Pg.158, DCA, Cl:19.5- Table-6	Table 6: Billing of User Charges – Penalty as a percentage of tipping fee.	Authority should levy penalty over the non-collected user charges but not on the "tipping fee" for deficiencies in collecting the user charges from generators. This practice is being adopted by various Municipalities in India, therefore request for consideration.	Tender Condition prevails.	Refer addendum vide reply to query 134
310	2 Vol DCA, Clause 24.2.1	Concessionaire Event of default	There are multiple events for concessionaire event of default (more than 21), but only a few in Authorities Event of default (5), making this contract one-sided. We request Authority to look into 30+ years O&M point of view. this is not an EPC contract of 2 years or O&M of 1 year, where such stringent clauses for Concessionaire event of default is being mentioned. It should be Specific to this contract and project in line to the PPP tenders floated for SWM works by the different authorities.	Tender Condition prevails.	
311	2 Vol Pg. 194 Cl. 24.4.7.a	Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire and the	If partial P&D facility is constructed before the COD, then in such situation if the project gets terminated then Authority should pay actual capital investment made on such	Tender Condition prevails	

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		Authority shall be entitled to forfeit the Performance Security of the Concessionaire;	construction till the date of termination. pls add this.		
312	2 Vol Pg. 194 Cl. 24.4.7.b	An amount equal to 90% (ninety per cent) of Debt Due less Insurance cover; provided that, if any, insurance claims forming part of the Insurance cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.	And also add Authority should pay any outstanding payments as on date of termination.	Tender Condition prevails	
313	2 Vol Pg 195 Cl. 24.4.9.	Transfer of the Sites and the Project Facilities	kindly add Immovable assets shall be handed over to Authority and movable assets shall be taken over by Concessionaire.	Tender Condition prevails	
314	2 Vol Pg.202, DCA, Cl:25.3	Termination Compensation for Termination post the COD:- For the Authority Event of Default If the Agreement is terminated post the COD for an BSWML Event of Default or BBMP Event of Default, BSWML or the BBMP shall be liable to	What is this Capex Annuity? In DCA, termination payments for the post COD says Capex annuity is paid, whereas in schedule-18 it says deleted. Both the statements appear to be contradictory. Please provide clarity.	Tender Condition prevails	

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		pay to the Concessionaire the aggregate of: a) Construction Payments that remain outstanding on the date of the Termination Notice; b) Payments due to the Concessionaire as on the date of the Termination Notice; c) Capex Annuity for the unexpired portion of the Construction and Processing & Disposal period;			
315	Pg.73, Schedules-18	SCHEDULE 18 TERMINATION COMPENSATION: DELETED In case of termination of the Agreement for a Concessionaire Event of Default, the Capex Annuity payable as termination compensation under Articles 24.1.2, 24.2.2 and 24.3.2 will be in		Tender Condition prevails	

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		accordance with the table below:			
316	2 Vol Pg:209, Cl:27.3.2	Arbitration Panel:-There shall be a panel of three arbitrators, of whom each Party shall appoint one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi.	Is the ICADR rules need to be followed only for the appointment of arbitrators? And the proceedings as per Arbitration and Conciliation Act 1996? Please confirm.	Arbitration clause has been deleted. Refer the addendum.	
317	2 Vol DCA, Definitions, page 230	COD – C&T (Commercial operation Date) means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority	It should be , COD – C&T (Commercial operation Date) means the date when the Concessionaire begins commercial operations of the C&T Facility pursuant to issuance of Completion Certificate by the Authority	Refer Addendum 4	Addendum: Original definition: COD – C&T (Commercial operation Date) means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority Now Read the definition COD-C&T as follows: COD– C&T (Commercial operation Date-Collection & Transportation) means the date when the Concessionaire begins

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					commercial operations of the C&T Facility pursuant to issuance of Completion Certificate by the Authority
318	2 Vol Pg:250, definition	Weighbridge: means the electronic weighbridge capable of performing the operations specified in Article 5.11 of DCA.	How many weighbridges to be installed by Concessionaire? pls specify.	Tender Condition prevails	
319	2 Vol Pg 14. Cl. 2.1.4.1.n	The concessionaire /Successful bidder shall undertake a mass awareness program, in their respective package, so as to ensure that MSW waste being generated in its contract area is not being littered along the roadside or disposed-off at existing MSW dump site(s).	Please specify whether the concessionaire is responsible for removing existing dump sites.	Tender Condition prevails	
320	2 Vol Pg 20, Cl .2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire.	Please specify the parameters to be considered for determining user charges. And also mention, if the waste generators fails to pay user fee to Concessionaire, then the Authority should levy penalty on such waste generators.	Refer Addendum: 4	

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321	2 Vol Pg 14 Cl. 2.1.4.1.g	The BWGs shall be directed to pay the tipping fee towards C&T and P&P As approved rate of the corresponding package.	Please modify it has P&D (processing and disposal) not P&P.	Refer the addendum 4	Addendum: Original text of Clause. 2.1.4.1.g: The BWGs shall be directed to pay the tipping fee towards C&T and P&P As approved rate of the corresponding package. To be read as: The BWGs shall be directed to pay the tipping fee towards C&T and P&D As approved rate of the corresponding package.
322	2 Vol Pg: 13, cl:2.1.4.1.e	It is Proposed to eliminate the Garbage Vulnerable Points (GVP's) within the duration specified in the KPI's from the COD of the facility and adhere to the KPI as per the article 19 of the DCA	Authority should provide support while eliminating the GVP's there should not be any disruptions from public.	Tender Condition prevails	
323	2 Vol , Pg 17, Cl (2.4 (i))	The scope & terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date of appointing the agencies for the 89 packages.		Refer reply to query number 266	
324	2 Vol, Pg 4, Cl (c)	.....wherein the authority shall establish the transfer stations through	We request the Authority to hand over the facilities in good working	Tender Condition prevails	

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		its fund in each division of the jurisdiction of the package and handover such transfer stations to the successful bidders.	condition to the satisfaction of concessionaire.		
325	2 Vol Pg 4, Cl (d)	The cabinet of Gok has given the consent and approved the proposals to establish integrated C&T and P&D facilities in four packages and one among the four packages is the Package-4 for a period of 30 years as concession period including the construction period of 24 months from date of COD.	Request to consider the construction period as 24 months from the date of obtaining all permits by the concessionaire/Authority.	Tender Condition prevails	
326	2 Vol Pg 23, Cl (2.8.1)	Construction Period for P&D facilities: 24 months from the date of receipt of letter of acceptance or handing over of site, whichever is later.		Tender Condition prevails	
327	2 Vol Pg 13, Cl 2.1.4.1 (a)	The average trip distance considered for the primary collection and transportation from the transfer station to the collection points is 10.00 Kms, however this may vary depends upon the location of the transfer	If the distance exceeds the stipulated limit, the Concessionaire should either be adequately compensated, or the Authority should provide additional transfer stations at no cost to ensure the lead distance is kept below 10 km.	Tender Condition prevails	

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		station to collection points.			
328	2 Vol Pg 15, Cl 2.1.4.1 (y)	Any black spots or unclaimed waste identified and informed to the concessionaire need to addressed in stipulated time for clearing the waste, on failing to address the same the concessionaire will be imposed with defined penalties as per the KPI mentioned in article 19 of DCA.	We request the Authority not to impose any penalty, instead of penalizing the Concessionaire Authority is urged to take appropriate action against the defaulters responsible for intentionally dumping waste.	Tender Condition prevails	
329	2 Vol Pg 15, Cl 2.1.5 (c)	There are about 9 divisions within the jurisdiction of the package, and each division shall be established with one Transfer Station by BSWML and the same shall be handed over to the concessionaire of their jurisdictional Transfer Stations. Transfer stations for this package is given in Annexure-1.	We request that, if additional transfer stations are required to process increased waste volumes over the 30-year period, the Authority should provide such additional transfer stations at no cost.	Tender Condition prevails	
330	2 Vol Pg 15, Cl 2.1.5 (e)	It is the responsibility of the concessionaire to undertake to identify the	The Authority is requested to assist the Concessionaire in	Refer to the reply for query no. 6	

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		land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and regulatory requirements at suitable location.	identifying suitable land parcels. We understand, all the project related land parcels shall be handed over to Concessionaire at free of cost.		
331	2 Vol Pg(13) Cl (2.1.4.1 g)	BSWML for the accepted transport mechanism being accepted by BSWML for jurisdiction of the corresponding package and tipping fee from BWGs to be collected by the concessionaire of the corresponding package towards the processing fee to the processing of the waste collected by the concessionaire at plant of corresponding package of the jurisdiction as per the rates approved by BSWML for the corresponding package of the jurisdiction.	Both Clauses are contradictory, request Authority to specify whether concessionaire is entitled for tipping fee or user fee for processing of waste from Bulk generators. We also request Authority to issue a Gazette notification and also instruct BWG's to mandatorily handover their waste to the Concessionaire.	Tender Condition prevails	
332	2 Vol Pg(31) Cl (k)	The authority shall publish the gazette notification for the bulk waste generators		Tender Condition prevails	Gazette Notification shall be released by UDD/GOK before entrustment of works to concessionaire

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		specifying about the handover of waste to the Concessionaire as per the approved user fee for the concession period.			
333	2 Vol Pg 16, Cl 2.1.5 (f)	The secondary transportation will be commenced or taken over by concessionaire in a phased manner subject to the completion/ termination of the ongoing C&T contract that may be currently in place for any particular Zone.	Request Authority to give the details on expiry of ongoing C&T contracts, so as to plan for the preceding activities accordingly.	Tender Condition prevails.	
334	2 Vol Pg 17, Cl (2.4 (i))	The manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection & transportation to the corresponding ISWM package. If any dispute arises with regards to the payment to the manpower deployment, then the minimum wages prevailing at the time of entrustment of scope pertaining to the C&T of ISWM shall be considered and the decision of the	We request the Authority to remove this clause, as its inclusion serves no meaningful purpose and lacks relevance.	Tender Condition prevails.	

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		authority shall be final, and concessionaires are bound to the same.			
335	2 Vol Pg 19, Cl (2.6.1)	Authority shall set in place appropriate process to expedite land acquisition for development of Integrated Solid waste management i.e. ISWM processing and disposal plant.	Request Authority to kindly provide an update on the current status of land acquisition. Additionally, we request when the Concessionaire is expected to receive the full handover of the land.	Tender Condition prevails.	
336	2 Vol Pg(19) Cl (2.5 b)	The existing collection and transportation contractors appointed by authority shall operate till end of the period of their current contract or operate till the new system is established by the successful bidder whichever is earlier.	Both Clauses are contradictory to each other. Request Authority to confirm the same.	Refer addendum 4	Addendum: Asper original: The existing collection and transportation contractors appointed by authority shall operate till end of the period of their current contract or operate till the new system is established by the successful bidder whichever is earlier. To be read as: The existing collection and transportation contractors appointed by authority shall operate till end of the period of their current contract or operate till the new system is established by the successful bidder whichever is "later" or as per the decision of the authority.
337	2 Vol Pg(17) Cl (2.4 (1))	The scope pretending to collection & transportation from the 198 wards through 89 packages is deferred from the scope of the ISWM for the period of 5 years or termination of those contracts whichever is early.			

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338	2 Vol Pg 20, Cl (2.6.12)	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire.	As both clauses are contrary, request Authority to clarify on collection of user charges.	Tender Condition prevails	
339	2 Vol Pg 49, 6.1.2 (r)	General Obligations of the Authority: collect user fee as for door-to-door collection of solid waste			
340	2 Vol Pg 22, Cl (2.7.16)	Mobilization period for C&T: 03 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for collection & transportation mechanism.	We kindly request that the mobilisation period be considered for at least 6 months from the date of handover of handover of Project area i.e. all wards in the package for commencement of C&T operations along with handover of Transfer stations in the good working conditions.	Tender Condition prevails	
341	2 Vol Pg 24, Cl (2.9.10)	The levelized tariff considered per unit at the rate of Rs. 7.08 towards	We kindly request the Authority to provide a detailed explanation on the following points:	Tender Condition prevails	BSWML may Review

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		the electricity generation through the waste to energy plant for this project. If the levelized tariff changes plus or minus 25% based on the NPV of the project, then the either parties will approach for the change in the price for the preceding year from 1 April of the effected year by taking the average prices for each quarter released by electricity regulatory body.	In the event that the levelized tariff changes plus 25% based on the NPV of the project, Would Authority pay differential amount to the Concessionaire? We request Authority to provide an illustration on calculation of levelized tariff changes plus or minus 25% based on the NPV of the project for better understanding of the bidders as it could have financial implications. We request Authority to allow the concessionaire to form a separate company i.e. SPV if in case Concessionaire wishes to construct Waste Energy Plant and such separate SPV shall enter Power Purchase Agreement (PPA) with BESCOM We also request Authority to support and facilitate PPA with the BESCOM . Request Authority for Commitment from BESCOM for purchase of electricity generated from the Planned Waste to Energy plant at a levelized tariff of 7.08 per Unit during the entire concession period.		

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342	2 Vol Pg 28, Cl (3.3)	The Concession is granted to Concessionaire for a period of 30 years from the date of COD of each facility and extendable thereafter for a period on mutual agreement between the Concessionaire and Authority.	As the clauses appear to be contradictory, we kindly request the Authority to clarify whether the concession period—is 30 years or 28 years from the COD. We further request Authority to provide 30 yrs Concession period from the date of handover of the entire project area for C&T operations, as well.	Refer clause number 3.3 of DCA.	
343	2 Vol Pg 113, Cl (16.1.1 (e))	E. Concession period: 28 years from the date of issue of COD.		Refer reply to query number 294.	
344	2 Vol Pg 31, Cl (4.1.3)	The Conditions Precedent required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:	In accordance with Clause 4.2.1, we kindly request that the CPs be aligned on equal footing for both Authority & Concessionaire, with a 180-day period, as is specified under Clause 4.1.2 of DCA	The document condition prevails.	
345	2 Vol Pg 33, Cl (4.4)	the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's	We kindly request that damages be aligned on equal footing for both Authority & Concessionaire with respect to Clause 4.3, i.e., 0.1%.	Tender Condition prevails	

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		delay until the fulfilment of the Conditions Precedent			
346	2 Vol Pg 50, Cl (6.2 a (viii))	Obligations of the Authority : authority shall: ..... To provide minimum assured quantity to Concessionaire throughout the concession period.	As the minimum assured quantity has not been defined, we kindly request the Authority to define the "Minimum Assured Quantity." If less than designated waste is generated over a period of time, BSWML is requested to compensate the Concessionaire for the revenue lost due to the shortfall in quantity, in order to help the concessionaire, recover the CAPEX amount. Also BSWML should assure minimum guaranteed waste.	Tender Condition prevails	
347	2 Vol Pg 97, Cl (r)	The Concessionaire shall not be ordinarily entitled to additional land beyond the quoted land in the Financial Proposal for the implementation of the Project. However, under unavoidable circumstances and in the interest of the Project, BSWML based on availability, may consider allocating additional land for the implementation of	Since land allotment falls within the scope of the Authority, we kindly request that no charges be levied on the Concessionaire for any additional land.	Refer Addendum -4	Addendum: The clause 15.6.1 (r) stands deleted.

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		the Project upon the request of the Concessionaire and such allocation shall be subject to the payment of [150% (one hundred and fifty percent)] of the [circle rate] of the land, for each additional acres of land and part thereof. If the additional land requirement changes position of the Selected Bidder vis-à-vis the second preferred bidder, then the Concessionaire shall pay to BSWML, a sum of equivalent to: (a) [150% (one hundred and fifty percent)] of the [circle rate] of the land for each additional acres of land and part thereof; or (b) the difference between Bid Project Cost of second preferred bidder and the revised Bid Project Cost of the Selected Bidder/Concessionaire; whichever is higher.			
348	2 Vol Pg 109 Cl (15.13.5)	.....the [3 (three)] months Trial Operations	We request Authority to kindly confirm whether the 3-month	Tender Condition prevails	

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		period, as may be extended in accordance with Clause 15.14(c) above	trial operation is included within the 24-month construction period or if it is considered an additional period. Also, we request to confirm whether the trial operations be available for 1 shift in a day (8 hrs). Please confirm whether the tipping fee be paid for the trail run period as per the terms.		
349	2 Vol Pg 110 Cl (15.14.1)	Within [7 (seven)] Business Days from the date of issuance or deemed issuance of the Trial Operations Completion Certificates for the Project Facilities, BSWML shall issue the COD Certificate with a copy to the Authority,	We request Authority to issue COD for each plant separately, accordingly the concession period be adjusted with respect to the particular plant.	Tender Condition prevails	
350	2 Vol Pg 112 Cl (16.1 (i))	Date of start of procurement of the vehicles: Within 30 days from the date of issue of Work order: the route map for both Primary & secondary transportation activities along with comprehensive mobility plan	As the C&T will be handed over after 5 years, following the expiration or termination of the existing contracts, the Concessionaire shall not be required to procure the vehicles within 30 days from the date of the handover of operations. Request Authority to confirm on the same.	Tender Condition prevails	

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351	2 Vol Pg 121 Cl n (i))	During each day of the O&M Period, the Concessionaire shall ensure that Project Facilities can accept and process Solid Waste up to its design capacity.	We request Authority to kindly clarify the capacity Concessionaire should adopt, considering the inflow of waste over the next 30 years, as the design capacity of the plant has not been specified.	Tender Condition prevails	
352	2 Vol, Pg 121 Cl (n (ii))	The Concessionaire shall notify Authority (with a copy to the Project Engineer) as soon as it becomes aware that the quantum of Solid Waste received at the relevant Project Facility is more than its design capacity.	We request Authority to kindly lift the additional waste from the project facilities within 24 hours from intimation by the concessionaire.	Tender Condition prevails	
353	2 Vol, Pg 137 Cl (k))	The MSW Payments shall be varied each year in the month of April (FY) in proportion to change in Consumer Price Index (CPI), issued by Ministry of Statistics and Program Implementation, Authority of India.	Request Authority to provide the Escalation Formula for computation of Tipping fee revision. Further, we request Authority to consider WPI based formula by having the weightage of Labour: 60%, HSD: 30%, other materials: 10% as the CPI index does not accurately captures the prices and moreover, half of the CPI index consists of "food items" which do not have any bearing on the project related activities	Refer reply to query number 303.	

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354	2 Vol, Pg 132 (f)	(f) Tipping Fee Escalation: Year on Year 5% escalation after completion one year after COD.	Request Authority to confirm whether the concessionaire is entitled for both Tipping fee year on year escalation (5%) and CPI based escalation as mentioned in Cl (k) pg 137.	Refer reply to query number 303	
355	2 Vol, Pg 138 Cl (18.5 (a))	If any amount is payable by either Party upon determination of a dispute regarding any Disputed Amount such amount shall be deemed to be payable on the date when it first became due and interest for the period of delay shall be due and payable at the rate specified in Article18. Default Interest: NOT APPLICABLE	Since there is no rate mentioned in Article 18, requested Authority to consider Default Interest/Interest on late payments @ SBI PLR+ 3% which is a standard rate of interest across PPP projects in India.	Tender Condition prevails	
356	2 Vol, Pg 152 Cl (19.3.3)	.....in the event in any month the aggregate of Availability Liquidated Damages and Performance Liquidated Damages levied by BSWML on account of non-performance exceeds 0.1% (zero decimal one percent) over the period one	i. Request Authority to confirm whether LD's levied by BSWML of 0.1% is from the performance security. ii. We note that termination for exceedance of 0.1% in Availability Liquidated Damages and Performance Liquidated Damages in any given month is too low an amount. Therefore, we request	Tender Condition prevails	

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		month then the same shall be construed as Concessionaire Event of Default, which shall make this Agreement liable for termination.	Authority to consider replacing this threshold with 1%.		
357	2 Vol, Pg 157 Table-5 (d)	Quality of waste being landfilled (Disposal of Construction & Demolition Waste or any non MSW matter into the Landfill)	As C&D and other Non-MSW waste is not being handled by the concessionaire and is not part of scope under this tender, we request Authority to delete this clause.	TTender Condition prevails	
358	2 Vol, Pg 18 Cl (5 h)	The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement or designed to receive, manage, process or dispose: .... e) Maintenance / cleaning of parks		Tender Condition prevails	
359	2 Vol Pg 131 Cl (18.1.1)	The Parties expressly agree that during the construction & mobilization phase Project Cost shall be based on the capital costs.	Request Authority to provide capital grant/Viability gap funding for establishment of Project facilities.	Tender Condition prevails	
360	2 Vol Draft Concession	2.9.3 The Authority will provide the additional	The authority to provide suitable land adjacent to the existing site.	Refer addendum 4	Addendum: the clause number 2.9.3 stands deleted

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	Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 24	land required for future expansion of the project for capacity of integrated processing & disposal facility catering to the future waste generation.			
361	2 Vol Draft Concession Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 24	2.9.8 The Authority will entitle the Concessionaire to receive all the applicable grants intended to the project.	Kindly specify if any grants is available for the project.	No grants are proposed for the project. Carbon credits are property of authority	
362	2 Vol Draft Concession Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 24	2.9.11 The inert from the processing plants shall not be more than 20% of the total waste received at the processing facility.	Pls. confirm the ash generated from WTE is excluded from the inert generated during processing the MSW.	Tender Condition prevails	
363	2 Vol Draft Concession Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 25	2.9.15 The Concessionaire shall integrate or engage the informal waste pickers in the project (where the possibility exists).	We request the authority to provide more details about the existing waste pickers who are operating.	Tender Condition prevails	
364	2 Vol Draft Concession Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 25 & Cl. 2.12, pg. 26 And Volume III SCHEDULE - 23	2.9.16 As per market consideration and quotations analyzed for about 66.00 T of RDF will generate 1 MW of electricity which will be distributed via BESCOM. 2.12 Sale and Marketing of products from processing MSW: e. Electricity: 1.5 MW	The RDF produced from MSW is not sufficient to produce 36MW – 40MW of power. Kindly review. Also request to provide the material balance.	Tender Condition prevails	

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	General Technical Specifications for Processing & Disposal facility, Clause 2. b Waste to Energy, Pg. 122	output quantity against 100-ton of RDF input quantity for processing under WTE A Design Parameters: TG Capacity (Installed) : 36MW – 40MW			
365	2 Vol Draft Concession Agreement, Article 15: Construction Period, Cl. 15.9 Utilities, pg. 99	15.9.1. The Concessionaire shall obtain install and maintain at its cost, all utilities necessary for undertaking the construction of the Project Facilities, including all temporary power and water connections, lighting facilities, telephone connections, internet connections, etc., at the Site(s). 15.9.3. BSWML shall provide any reasonable assistance required by the Concessionaire to obtain the utilities for the construction of the Project Facilities.	It is requested to consider the guaranteed limits as emission standards as per the SWM rule, 2016 instead of new standards	Tender Condition prevails	
366	Request for proposal	Method proposed for processing of legacy waste and utilization plan	The bidder would request the authority to clarify on the legacy waste as it is mentioned that bio-	Tender Condition prevails	

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	Appendix 1 Clause 5 d Pg 88 Concession Agreement Article 2: Scope of work Clause 2.3 (a)	for components recovered: • Organic fraction • Combustible fraction • Inert fraction • Recyclables • Hazardous waste The existing closed dumpsites at Bengaluru, Bellahalli, Mittiganahalli, Kannur, Old Byappanahalli, Bingipura and Lakhimpura and any other dumpsites to be bio-mined and rehabilitated which are beyond the scope of concessionaire and are not the part of the scope of concessionaire of the respective packages and authority may take suitable decision subsequently. The Cost towards such activities shall be paid by the BSWML through a separate price determination method if entrusted during the concession period.	mining are beyond the scope of concessionaire. Authority to confirm.		

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367	Request for proposal Appendix V Proposed Transfer Station and Processing Facility Pg 126 Concession Agreement Article 2: Scope of work Clause 2.6.8 Pg 20	Land Owned by : Private Land Note: BSWML must procure the land at Terrafirma from private owner on standard purchase basis Sewerage Line connection : Need to be established The Authority will provide infrastructure facilities like motorable access roads, drains, waste, sewerage system connection and electricity connection up to gate of all the facilities.	The bidder would request the authority to arrange for the sewer system at the proposed processing facility – Terrafirma. Also the bidder requests the authority to provide the land without any encumbrances; by the start of the project. Authority to confirm.	Tender Condition prevails	
368	Concession Agreement Article 2: Scope of work Clause 2.1.5 (a) Pg 15	The average trip distance considered for secondary transportation from the transfer station to the processing plant entry up to weighing bridge is 50.00 Kms (thro and fro.), however this may vary depends upon the location of the transfer station to final location of the processing plant. If the average trip distance	The bidder would request the authority to clarify on the average trip distance from the transfer station to the processing facility. As per the details given in RFP Annexure V the average distance is Package 1 – 55.11 Km (one way). Package 2 – 50.54 Km (one way). Package 3 – 32.33 Km (one way). Package 4 – 13.61 Km (one way).	Tender Condition prevails	

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	Project Information Memorandum (PIM) Volume (iv). Executive Summary Clause 2 Pg 3	is varying more than 10% of the estimated average trip distance, then in such cases the additional lead towards the secondary transportation shall be considered and be paid based on the approvals of the authority for such additional lead for the secondary transportation alone. The average trip distance shall be established after finalization of the position of the weighing bridge at the entry of the processing plant. The Average distance for primary Collection & Transportation is within 5 Kms in BBMP area and between collection point to secondary transfer point and from Secondary transfer point to processing centre of corresponding package on average is 40.00 Kms for to & fro.	Authority to clarify on the additional lead.		
369	2 Vol Concession Agreement	The secondary transportation to be	The bidder would request the authority to clarify on the	Refer the PIM. Tender Condition prevails	

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	Article 2: Scope of work Clause 2.1.5 (b) Pg 15 Schedule Volume III Clause 1.4 (xiii) Pg 6	executed by deploying the large size static compacts and compress the waste and leachate released from the static compaction to be collected through leachate collection pits. The static compactors shall provide the containers and these containers shall be carried by the hook loaders. The leachate collected during the procession of stationery compaction need to be channelized and connected to leachate collection tank.	leachate treatment system at the transfer station. Authority to clarify.		
370	2 Vol Concession Agreement Article 2: Scope of work Clause 2.1.5 (d) Pg 15 Concession Agreement Article 2: Scope of work Clause 2.2 - Facilities for	It is the responsibility of the concessionaire to undertake operation & maintenance of Transfer Stations (TS) handed over to the concessionaire. To upgrade/replace/revamp and develop' all the	The bidder requests the authority to provide the - Contamination level and ground level characteristics for the existing transfer stations / waste facilities / proposed processing stations. Also bidder informs the authority that any liability for the prevailing contamination if any at the existing transfer stations / facilities / proposed processing stations shall not be with bidder.	Tender Condition prevails	

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	Processing & Disposal of the Other Wastes generated under SWM Rules Pg 17 Concession Agreement Article 2: Scope of work Clause 2.5 (c) Pg 19	existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead animals, Sanitary Waste and any other waste as authorized by the authority. The existing Processing and disposal facilities developed by the authority shall be handed over to the successful bidder or Concessionaire as and where basis. The Concessionaire can develop, revamp, renovate and use the facilities duly integrating into the new contract. The transition plan shall be prepared and submitted to the Independent Engineer and the Authority in advance and shall be approved by the Authority. There should be a smooth and seamless transition of the processing facilities	Authority to confirm.		

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		without any interruption to the services. The Concessionaire shall ensure the above.			
371	2 Vol Article 2: Scope of work Clause 2.1.5 (e) Pg 15	It is the responsibility of the concessionaire to undertake to identify the land parcels for construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings as per operational and regulatory requirements at suitable location. The concessionaire has to establish these facilities in every zone and maintain the same at the cost of the concessionaire as per the extent of the rules prevailing and indemnify the client from any fire, health hazards at these facilities.	The bidder would request the authority to arrange the land parcel adjacent & contiguous to the transfer station / processing facility for the construction of Vehicles Parking Yards, Workshops, Canteen, Administration Buildings at free of cost. Authority to confirm.	Refer to the reply for query numbers 45,67,109,246,250,330 &371	
372	2 Vol Article 2: Scope of work Clause 2.4 (4) Pg 18	There about 4 new transfer stations are under construction. These transfer stations shall be handed over to concessionaire along with C&T scope of	The bidder would request the authority to arrange the same by the start of the work order / agreement. Authority to confirm and arrange.	Tender Condition prevails	

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		corresponding ISWM package.			
373	2 Vol Concession Agreement Article 2: Scope of work Clause 2.4 (5) Pg 18	The additional transfer stations required for the corresponding package shall be established by authority at its own cost and handed over in a phased manner along with the C&T portion of the scope.	The bidder would request the authority to arrange the same by the start of the work order / agreement. Authority to confirm and arrange.	The document condition prevails.	
374	2 Vol Concession Agreement Article 2: Scope of work Clause 2.9.8 Pg 24	The Authority will entitle the Concessionaire to receive all the applicable grants intended to the project.	The bidder requests the authority to clarify the applicable grants if any. Authority to clarify.	Refer to the reply for query 361	
375	2 Vol Concession Agreement Article 2: Scope of work Clause 2.9.11 Pg 24 Concession Agreement Article 19: Key Performance Indicators. Clause	The Concessionaire is required to establish the waste to energy plant, bio Methanation plant / compressed biogas (CBG) plant or any other technology, compost processing plant, Leachate Treatment Plant, RDF recovery/MRF centers, or any other projects as per the SBM 2.0 & SWM Rules, 2016 based on the technical feasibility after ascertaining the quantity to be processed at the	The bidder would like to inform the authority that the limit of inerts to 20% of the total waste received at the processing facility, depends on the waste generated. The bidder shall make reasonable endeavors to ensure sale of most of the recovered waste products, the entire quantity of the unsold inert/ residual waste shall not be limited to 20%. Also bidder requests the authority to arrange the waste characterization on periodical basis to ascertain the inert %.	Tender Condition prevails	

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	19.1.4 (c) Quantum of inert/ residual waste undisposed. Pg 146	plant. The inert from the processing plants shall not be more than 20% of the total waste received at the processing facility. The Concessionaire shall make reasonable endeavors to dispose scientifically in the sanitary landfill, so as to limit the quantum of waste which remains undisposed to maximum of [20% (twenty percent)] of the total incoming waste.	So, the bidder requests the authority to exempt the Performance Liquidated Damages. Authority to confirm.		
376	2 Vol Concession Agreement Article 4: Conditions Precedent Clause 4.4 Damages for delay by Concessionaire Pg 33	In the event that: (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Article 4.1.4 within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or the State Government or due to Force Majeure Event,	The bidder requests the authority to consider the same % as given in clause 4.3 i.e 0.1% (zero point one per cent). Authority to confirm.	Tender Condition prevails	

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		the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Article 24, terminate the Agreement.			
377	2 Vol Concession Agreement Article 6: Obligations of BSWML Clause 6.2 1 a (viii) Pg 50	To provide minimum assured quantity to Concessionaire throughout the concession period.	The bidder would request the authority the compensation mechanism, in case the minimum assured quantity is not provided. Authority to clarify.	Tender Condition prevails	
378	2 Vol Concession Agreement Article 10: The sites Clause 10.3.1 Pg 68	Authority has made available to the Concessionaire, the layout plans, Aerial survey of the MSW Waste processing sites, load flow studies and all other relevant data, studies and	The bidder would like to request the authority to the arrange the following details; of the sites proposed to handover to the concessionaire. 1. The topography survey report, geotechnical reports 2. Auto CAD layout with contour	Tender Condition prevails	

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		reports in BSWML's possession in connection with the Sites, if any such sites are proposed to handover to the concessionaire.	Authority to arrange.		
379	Concession Agreement Article 15: Construction Period Clause 15.7.3 Pg 97	The Concessionaire shall not be entitled to any additional land, Construction Payments, or an extension of the Scheduled Construction Completion Date for construction of the Waste to Energy Plant(s).	The bidder requests the authority to arrange additional land for WTE and consider the construction completion duration from the date of handing over of the site. Authority to confirm.	Tender Condition prevails	
380	2 Vol DCA Cl-2.5 Pg: 19	The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, soil conditioner, User Charges from Bulk Generators, raw RDF, C&D, Soil, sale of power, electricity or any other by-product materials shall go to the Concessionaire account and concessionaire has considered such revenue and offered the discount towards the estimated	There are some contradictory clauses related to the sharing of benefits but most of the places it is written, The benefits of outputs are in the account of the concessionaire and the authority shall not claim it. We understand, The authority agrees to facilitate the receipt of all such benefits to the concessionaire and no such benefits will be shared with the authority	Tender Condition prevails	

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		revenue by the concessionaire			
381	2 Vol DCA Cl-5.1.7(hh) Pg: 39	The Concessionaire share benefit of such carbon credits as per GOI green initiative orders., accruing to the project during the Concession period.		Refer query 233	
382	3 Vol, Schedules, 1.5 (f) page 7	The Concessionaire shall share revenue generated through carbon-credits as per the extent of rule of GOI on green initiative.		Refer query 233	
383	2 Vol DCA, Clause 6.2(I)(b)(k)	Authority hereby agrees that if there is any financial or tax benefits or otherwise in respect or on account of the Project (including but not limited to viability gap funding, carbon credits (as per the GOI green initiative orders) and tax benefits), they shall accrue directly and exclusively to, Concessionaire alone and not to authority and authority hereby undertakes that it shall not claim or file and application claiming such benefits to the prejudice of Concessionaire. The		Refer addendum 4	Addendum may read as follows: The clause 6.2. (I) (b) (k) of DCA stands deleted

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		authority agrees to facilitate the receipt of all such benefits by Concessionaire, whether on its own			
384	2 Vol Page-13, 2.1.4.1-d	Primary collection & transport through the 2.0 Cum capacity or suitable capacity auto tippers from the Door-Door on daily basis as well as from GVPs, Street sweeping waste and BWGs from the Package-1 Jurisdictional area as defined	Auto tippers as per document photographs are of 3-W & 4-W with hopper need to specify the vehicle category, technical specifications if specific and confirmation on acceptance towards EV-Fleet proposal by concessionaire meeting the hopper body capacity.	The type of vehicle are mentioned in PIM as indicative option. Tender Condition prevails.	
385	2 Vol Page-15, 2.1.5-C	There are about 6 divisions within the jurisdiction of the package, and each division shall be established with one Transfer Station by BSWML and the same shall be handed over to the concessionaire of their jurisdictional Transfer Stations.	Hook Loaders and Static compactors with containers technical specifications also scope of procurement need to be specified.	Refer the reply to query numbers 108 &329	
386	2 Vol Page-49, 6.1.2-K	Sensor based weight measurement in transportation vehicles	Required specific details with technical specifications if any incorporated at present for reference and can specify the	Tender Condition prevails	

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			technical details if need to be incorporated.		
387	2 Vol Page-51, 6.2.1-G	The Authority shall handover the existing infrastructure like dumper bins, vehicles, transfer stations, existing processing etc., deployed in Project Area, on an 'as is where is' basis, if any, to the Concessionaire within the time frames as set out in a handover plan finalized based on mutual consent	Clarification required on age of the assets, vehicles and compliance documents present status like RC, Fitness Certificate, Insurance. Also need to obtain a fleet repair assessment report with the concerned OEM-Service provider and need to provide the confirmation on scope of repairs, refurbishment and reimbursement towards handover process.	Tender Condition prevails	
388	2 Vol Page-113, 16.1.1-C	Procurement duration: d. Vehicles: 50% of the total requirement within 3 months from the date of issue of issue of proceeding with the procurement process	Special consideration to be provided on specialized equipment which need to be imported and fabricated in specific case to case as per mutual consent.	Tender Condition prevails	
389	2 Vol Page-141, 19.1.2-E	the Waste collection and transportation vehicles and machinery and facilities for processing of fresh waste function efficiently, and their availability is no less than [100% (one hundred per cent)] in a month.	Need to exclude the spare fleet and need to consider the MIOP numbers of per day fleet need to be deployed while calculating the availability percentage.	Tender Condition prevails.	
390	2 Vol Page-142, 19.1.2-h-i	Safety of Operations i. The Parties agree that the	If possible, specify the clear guidelines on how the data is	Tender Condition prevails.	

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		Safety of collection vehicles shall be measured in terms of inverse of number of accidents per [1,000 Kms (one Thousand kilometres)] (the "General Safety") and the number of fatalities per [10,000 Kms (Ten Thousand kilometres)] (the "Severe Safety"), respectively.	measured which helps to create awareness and can take safety measures cum training to the drivers.		
391	2 Vol Page no. 13 Cl. 2.1.4.1.c	Package -1: There is about 1232 TPD is estimated to collect from source generators within the jurisdictional area. This estimated quantity is excluding the BWGs waste.	Please clarify.	Tender Condition prevails.	
392	2 Vol Page no 14. Cl. 2.1.4.1.n	The concessionaire /Successful bidder shall undertake a mass awareness program, in their respective package, so as to ensure that MSW waste being generated in its contract area is not being littered along the roadside or disposed-off at existing MSW dump site(s).	Concessionaire is responsible for removing existing dump sites. Please specify	Concessionaire is responsible for collect the waste and clear the GVPs. Tender Condition prevails.	

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393	2 Vol Page no 14. Cl. 2.1.4.1.r	The concessionaire shall create a sustained system of information, education and communication for construction and demolition waste through collaborations with expert institutions and civil societies and disseminate through their own website.	Confirm if construction and demolition waste should be considered as part of MSW responsibilities.	Refer Addendum	The clause 2.1.4.1. r of DCA stands deleted
394	2 Vol Page no 17. Cl. 2.2	To upgrade/replace/revamp and develop' all the existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead animals, Sanitary Waste and any other waste as authorized by the authority.	Since this is an additional scope of work, it should be proportionately compensated.	Tender Condition prevails.	
395	2 Vol Page no 20, Cl .2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount will be into the account of selected concessionaire.	What are the parameters to be considered for determining user charges. Please specify	Refer Addendum: 4	
396	2 Vol Page no 131 Project Cost	Yearly escalation of 5% is applicable for Project Cost during O&M phase	Kindly consider 8% escalation and Puls WPI	Tender Condition prevails.	

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		shall be applicable only after completion of the first year			
397	2 Vol Pg 113. Cl. 16.1.1.E	Concession period: 28 years from the date of issue of COD.	Clarify whether the concession period is 28 or 30 years from COD.	Refer to the reply for query numbers 294 & 343	
398	2 Vol DCA-2.1.5 (F)-	F. Commencement of Secondary Transportation works: The secondary transportation will be commenced or taken over by concessionaire in a phased manner subject to the completion/ termination of the ongoing C&T contract that may be currently in place for any particular Zone.	both are contradictory, till C&T is not handed over to us why should we take over the TS ? How will the existing operator operate without TS.	The existing C&T contractors / waste generated in the respective zone or package will be transported and handed over to the integrated P&D plant and Tender Condition prevails.	
399	2 Vol DCA-2.1.5 (g)	g. The works for operation and maintenance of Transfer Stations, for storage and handling waste and transportation of the RDF, recyclables from the transfer stations to existing DWCC should commence soon after the concessionaire agreement is signed. Delay in start of the any scope of the work shall		Tender Condition prevails	

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		attract penalties as per the KPI vide article 19 of DCA.			
400	2 Vol DCA-2.2	To upgrade/replace/revamp and develop' all the existing other waste facilities for treatment and disposal of Domestic Hazardous Waste, Dead animals, Sanitary Waste and any other waste as authorized by the authority.	Is treatment and disposal of DHW in concessionaire scope if yes how will we be compensated for that ?	Tender Condition prevails.	
401	2 Vol DCA -2.4 (2)	It is required to discontinue the compost operations from these plants(7) and require converting them to MRF centers soon after the Integrated Processing Project COD is obtained. The overlapping period shall be 6 months after the COD and to stop the compost activities at these plants.	There is no need for so many MRFs . The discretion should lie with the concessionaire to use these closed Composting plants as deemed fit .	Tender Condition prevails.	
402	2 Vol DCA -2.4 (5)	The following nature of scope is not considered as the part of Concessionaire's scope of	Silt clearing and removing and transportation of carcasses are excluded from scope. Request confirm that silt and carcass will	Tender Condition prevails.	

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		work under this Agreement or designed to receive, manage, process or dispose: a. Biomedical Waste Management b. Construction & Demolition Waste Management. c. Drain cleaning / Silt clearing d. Industrial Waste Management e. Maintenance / cleaning of parks f. Maintenance of public places / toilets. g. Removing and Transportation of carcasses (dead animals) h. Street sweeping (Manual & Mechanical)	be removed and transported to P&D facility by corporation /third party. The fees to dispose dead carcass should be different as it is a much more costly affair as compared to processing of MSW. Will the silt be transported to P&D plant or some other location ? if P&D plant then will the processing fees be same as MSW ?		
403	2 Vol DCA, 2.6.5	Vehicle Parking Yards, Transfer Stations, Space for Office Building	Contrary to what was stated earlier. Request confirm if land for parking yards, workshop and office building will be provided by authority. How many?	Refer to the reply for query no.006	
404	2 Vol DCA,2.6.12	The Authority will notify user charges for generators to be collected by selected concessionaire. The user charges collected amount	Is user charge collection part of scope ? what is the frequency of collection of user charge every month or every quarter ? Is this amount over and above the tipping fees ?	Refer Addendum: 4	

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		will be into the account of selected concessionaire.			
405	2 Vol DCA, 2.8.1	Construction Period for P&D facilities: 24 months from the date of receipt of letter of acceptance or 23 handing over of site, whichever is later. Construction period is for establishment of processing facility & other civil infrastructures, etc.	Should be 18/24 months from CTE as EC and CTE takes a lot of time.	Refer to reply no 116	
406	2 Vol DCA.6.1	General Obligations of the Authority (r): collect user fee as for door-to-door collection of solid waste.	Here the responsibility of collecting user fees lies with authority, earlier it was given that concessionaire has to collect, request clarify	Refer to reply for query number 265 & 339	
407	2 Vol DCA; ARTICLE 15	Liquidated damages	There is multiple type of LDs, Delay LD, LD for milestone, availability LD, performance LD. Request consolidate, only one type of LD should be applicable	Tender Condition prevails	
408	2 Vol DCA; ARTICLE 16		Timelines for commencement of project are unreasonable like mobility plan within 30 days, placement for order for vehicles within 30 days, Deployment for staff within 30 days etc. Need to be reasonable.	Tender Condition prevails.	
409	2 Vol DCA, 18.1.6	Tipping fee	Will a single tipping fees be applicable for all type of waste,	Tender Condition prevails	

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			namely: MSW. Horticulture, road sweeping waste, drain silt, carcass or separate rates for each. Further is there any waste for which tipping fees will not be applicable ?		
410	2 Vol	Part 2: Tipping fee towards P&D is balance 25% of the total approved tipping fee shall be paid as follows: Schedule 1: 50% of the payment of part-2 shall be processed as soon the invoice is submitted by the concessionaire and the same shall be released within 7 working days. Schedule 2: 40% of the payment of part-2 shall be released after verifying the quantity processed at various processing plants based on reviewing the actual quantity of input recorded at processing plants, random checking and certified by the independent engineer Schedule-3: Remaining 10% of the tipping of part-2 towards P&D share	Should be 50 % and 50% , all KPI should be verified in one go .	Tender Condition prevails.	

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		shall be released after verifying the quantity of inerts disposed, penalties due to non- 135 performance of KPI etc.			
411	3 Vol, Schedules, Clause 1.3 (d)	The dry waste from the gardens, parks and broken branches of the trees to be transported by adopting the shredding mechanism to avoid the protruding the broken tree branches from the vehicle	We assume the Shredding machines to be installed at the nearest Transfer station in each zone. Because carrying shredder machine at each location is neither economically viable nor an effective solution. The Tree branches shall be shredded at the nearest transfer station in a zone.	Tender Condition prevails.	
412	3 Vol Schedules2, page 11	2. Authority Applicable Permits	EC for SLF is no where mentioned in the applicable permit table. We kindly request Authority to add EC for SLF under authorities applicable permit	Tender Condition prevails.	
413	3 Vol Schedules18, page 73	TERMINATION COMPENSATION: DELETED (See Article 24) In case of termination of the Agreement for a Concessionaire Event of Default, the Capex Annuity payable as termination compensation under Articles 24.1.2, 24.2.2 and 24.3.2 will be in accordance with the table	What is Capex Annuity here? We understand this is not relevant to this project. Authority to confirm the same. Further to above, Articles 24.1.2 and 24.2.2 in the DCA are not mentioned. However, Article 24.3.2 refers to the Authority's event of default not Concessionaire. Please modify	Tender Condition prevails.	

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		below: Termination in Year post relevant COD % of Capex Annuity DELETED DELETED			
414	3 Voll Section 1 – General Specifications Clause 2.1.c - Pg 80 Concession Agreement Article 2: Scope of work Clause 2.6.8 Pg 20	Access Roads and Internal Roads: The Concessionaire shall construct the quality black top, motorable access roads of approximately 300m length and 7-meter width to the Integrated Processing & Disposal Facility and of 5. Approach road will ask Bengaluru Solid Waste Management Limited (BSWML) to provide up to the Integrated Solid Waste Processing & Disposal Facility and Internal roads will be under developed scope with 5.5 wide roads width within the Site, of required length, as per the IRC codes. The internal roads at Facilities shall also conform to same norms.	The bidder requests the authority to clarify the construction scope of access roads to the processing facility.	It is clarified that the Authority shall construct all-weather wide-access roads to the processing facility(s)	

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		The Authority will provide infrastructure facilities like motorable access roads, drains, waste, sewerage system connection and electricity connection up to gate of all the facilities.			
415	3 Vol, Pg 5 Cl (1.3 (c))	The concessionaire shall transport the street sweeping waste by deploying suitable vehicles.	Request Authority to please delete this clause as this is not in scope of concessionaire.	Tender Condition prevails.	
416	Vol-3, Pg 5 Cl (1.3 (d))	The dry waste from the gardens, parks and broken branches of the trees to be transported by adopting the shredding mechanism to avoid the protruding the broken tree branches from the vehicle.	Horticulture waste is not part of Contract. Kindly confirm.	Tender Condition prevails.	
417	3 vol Schedule 1 – Scope of services Volume III Clause 1.4 (xiv) Pg 6	The recyclables waste received at transfer station need to be stored and transport the same to the existing DWCC's	The bidder would like to inform the authority that as the scope includes secondary transportation, we request the authority that the sorting and storing of recyclable waste shall be done at the processing facility rather than at the transfer stations. Authority to confirm.	The document condition prevails.	
418	3 Vol	(c) The Processing Facility shall achieve COD within	We request the authority to consider the construction period	Tender Condition prevails.	

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	Schedule 1 – Scope of services, 1.5 Setting-up of Processing Facilities, Clause a. Role of Concessionaire, Pg 7	a period of 24 months from the date of signing of this Agreement. The Concessionaire shall submit monthly progress reports during the above period to Project Engineer.	from the date of obtaining EC or Financial closure whichever is later.		
419	3 Vol Schedule 1 – Scope of services, 1.5 Setting-up of Processing Facilities, Clause a. Role of Concessionaire, Pg 7	(e) The Concessionaire shall ensure that the inert/Processing rejects generated from the Processing Facility should achieve total elimination of landfill but in any circumstances not in excess of 20% (twenty per cent) of input waste quantity.	We request the authority to consider the ash generated in WTE going to the landfill to be in addition to the 20% of inert/Processing rejects generated from the Processing Facility.	Tender Condition prevails.	
420	3 Vol Schedule 2 – APPLICABLE PERMITS, Clause 2. Authority Applicable Permits, Pg 11 & Volume II Draft Concession Agreement, Article 2: Scope Of Work, Cl. 2.9, pg. 24	List of Applicable Permits which may be required to be obtained by the State Government, if any, to be added in this Schedule. 2.9.6 BSWML will coordinate for EIA to be carried out and the final environmental clearance has to be obtained by Concessionaire before start of the project execution work.	We request the scope of providing EC to be in Authorities scope.	Tender Condition prevails.	

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421	3 vol Schedule 12 – Construction completion schedule Clause 3 Milestone-III Scheduled Construction Completion Date - Pg 39	Establishment of Civil, electrical and Mechanical and electro mechanical infrastructure: within 24 months from date of issue of Work order including mobilization period. On or before the Scheduled Construction Completion Date, the Concessionaire shall have completed the Project Facilities in accordance with this Agreement.	Construction timelines for completion of work may please be considered from the date of handing over of the site / processing facility without any encumbrances but not from the date of issuing the work order excluding monsoons, adverse weather conditions and force majeure if any. Authority to confirm.	It is clarified that the construction timeline for completion of work shall be considered from the date of handing over the site facility without any encumbrances as per the approved program submitted by the concessionaire.	
422	3 vol Section 1 – General Specifications Clause 2.1.c - Pg 80 Concession Agreement Article 2: Scope of work Clause 2.6.8 Pg 20	Access Roads and Internal Roads: The Concessionaire shall construct the quality black top, motorable access roads of approximately 300m length and 7-meter width to the Integrated Processing & Disposal Facility and of 5. Approach road will ask Bengaluru Solid Waste Management Limited (BSWML) to provide up to the Integrated Solid Waste Processing & Disposal Facility and Internal roads will be	The bidder requests the authority to clarify the construction scope of access roads to the processing facility.	Tender Condition prevails.	

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		under developed scope with 5.5 wide roads width within the Site, of required length, as per the IRC codes. The internal roads at Facilities shall also conform to same norms. The Authority will provide infrastructure facilities like motorable access roads, drains, waste, sewerage system connection and electricity connection up to gate of all the facilities.			
423	3 Vol SECTION 1: GENERAL SPECIFICATIONS, Clause 2. INTEGRATED SOLID WASTE PROCESSING & DISPOSAL FACILITIES, Pg. 81	q. Waste to Energy Processing Unit. Also, the Concessionaire should design a robust system that would be operational for 365 days in a year with no breakdown of more than three days.	As the stipulated PLF is 75%, the statement, "the Concessionaire should design a robust system that would be operational for 365 days in a year with no breakdown of more than three days" is contradicting. Also 8000 hrs/year is a global acceptable norm	Tender Condition prevails.	
424	3 vol Section 1 – General Specifications Clause 2.1.r – Scientific Landfill - Pg 82	The rejects/inert generated during the processing operations need to be disposed in scientific manner in the landfills using liners and	The bidder would like to inform the authority that the bidder would like construct the landfill in phases as per the incoming waste. Constructing in single	Tender Condition prevails.	

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		covers to minimize exposure of the landfill contents to the environment. Design parameters for landfill the landfill construction shall be undertaken as per the design and plan as included in the DPR prepared by the Concessionaire during the Planning Phase, and as approved by the Independent Engineer. The Concessionaire shall develop the landfill for disposal of Residual Inert Matter and Other Inerts, amounting to not more than 25% of the received ISW quantity (by weight) at Integrated Solid Waste Processing & Disposal Facility, with a minimum project life of 30 years i.e. the COD Integrated Solid Waste Processing & Disposal Facility. The design of the landfill, including its layout, depth, height, side-slopes etc. shall be based on the results of geotechnical	phase may increase the contamination during monsoon. Authority to confirm.		

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		investigations and topographical surveys carried out during the Planning Phase by the Concessionaire. Further, the construction of the landfill has to be done completely in a single phase at the initiation of the project.			
425	3 vol schedule-Pack1 page no 17 clause 3.8.	The Concessionaire shall submit to the Authority and the State Government before the [31st (thirty first) March] of each year, an annual report (in 3 (three) copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Financial Year and the measures taken by the Concessionaire pursuant to the provisions of Clause 3.1 of this Schedule for averting or minimising such accidents in future.	Previous year Annual report should be submitted before 30th April every year as per the SWM rules 2016. Authority should change the date accordingly	Accepted.	
426	3 vol schedule-Pack1 page no 56 clause 3	Environmental audit: The Authority/Project Engineer shall carry out a	Environmental audit should be done through Accredited of	Tender Condition prevails.	

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		check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.	PCB/MOEFCC/QCI/NABL institutions only.		
427	3 vol schedule-Pack1 page no 87 clause v	The soil for this layer shall be transported from approved borrows pits suitable for growing vegetation and developing landscaping.	The borrow pits if outside boundary of the processing facility then authority should provide this soil free of cost to the concessionaire with transportation cost.	Tender Condition prevails.	
428	3 vol schedule-Pack1 page no 87 clause v	Daily Soil Cover and Final Cover: -	Authority should also allow the concessionaire to use ash from the WTE as daily soil cover on the landfill.	agreed	
429	4 Vol PIM Table 17	Quantity Distribution	What is the basis of quantity distribution and the classification of waste to different Processing facilities.	As per the assessment made by the Authority which is indicative to give broad idea to the bidders. However, the Concessionaire shall do their own study and propose / plan at the time of submission of bid	
430	4 Vol Project Information Memorandum (PIM) Volume (iv). Existing System of Solid Waste Management in Bengaluru Clause 3.9 Pg 46	One notable feature of the all the processing and treatment plants is that plants lacks infrastructure from treatment of leachate in most of the case there by likelihood of leached moving out of the plant premises without treatment.	The bidder would like to inform the authority that any liability for the prevailing contamination if any at the existing transfer stations / facilities / proposed processing stations shall not be with bidder. Authority to confirm.	Tender Condition prevails	
431	4 Vol Project Information	B. Establishment of Integrated Processing	We request the authority to confirm the land location & area	Tender Condition prevails	

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	Memorandum (PIM) Volume (iv), 4 JURISDICTION OF PROPOSED PROJECT, Cl. 4B pg. 55	Facilities at various locations to treat the Solid Waste (SWM) as per Solid Waste Management Rules (SW), 2016.	of the proposed processing & disposal facility which is required to freeze the CAPEX.		
432	4 Vol Project Information Memorandum (PIM) Volume (iv). Jurisdiction Of Proposed Project Clause 4.2 Pg 59 Project Information Memorandum (PIM) Volume (iv). Existing System of Solid Waste Management in Bengaluru Clause 3.4 Pg 40 Project Information Memorandum (PIM) Volume (iv). Existing System of Solid Waste Management in	The Sanitary waste comes to around 1% of the total Generated SW i.e. 60 Tons Per Day (TPD) approx. At present, city generates around 50 Tons Per Day (TPD) in the normal days and 85 Tons Per Day (TPD) of Animal waste in the Peak days like festivals etc.	The bidder would like to inform the authority that the sanitary waste given in the quantity distribution table 10 is not matching. Authority to confirm. The bidder would like to inform the authority that the animal waste given in the quantity distribution table 10 is not matching. Authority to confirm. Also the authority to clarify the rendering / carcass quantity and the technology to be used.	Tender Condition prevails.	

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	Bengaluru Clause 3.5 Pg 41				
433	4 Vol Project Information Memorandum (PIM) Summary Of Proposed Project Clause 5.9 e Assumptions to be adopted by intending bidders Pg 73	There are 30 divisions within the jurisdiction and it proposed to have minimum one transfer station per 1 division within BBMP area. However, Bidder can propose and get approved by the authority at the time of IIOP, thereby construct and operate (land will be provided by the Authority) such extra no of transfer stations in Bangalore Urban District area to manage the solid waste efficiently and effectively.	The bidder requests the authority to clarify the scope regarding the construction of additional transfer stations at Bangalore Urban District area.	Refer to the reply for query no. 006	
434	4 Vol Page-31, 3.0-4	The auto tippers are mainly four wheelers with hopper of (750- 1000 kg) capacity. Howe ever a few of them are of bigger size. They are manned by 1 driver + 2 helper.	Four Wheeler auto tippers will have one driver and one helper provision need to clarify if any typographical error	Tender Condition prevails.	
435	4 Vol Page-34, 3.1-3	The refuse compactor is of minimum 14 cu m and maximum 18 cu m. Each Refuse compactor is	RCV required one driver and two helpers provision need to clarify if any typographical error	Tender Condition prevails.	

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		manned by 1 Driver and 1 Helper			
436	4 Vol Project Information Memorandum (PIM) Volume (iv). Waste to Energy Processing facility, Clause 5.7, Pg 71	Waste to electricity processes through conversion of dry non-recyclable combustible fraction in the form of pellets or fluff produced by drying, shredding, dehydrating	The RDF produced during waste segregation shall be directly used in WTE plant	Tender Condition prevails.	
437	4 Vol Project Information Memorandum (PIM) Volume (iv). Waste to Energy Processing facility, Clause 5.7, Pg 71 & 72	The CO2concentration in tail gas shall not be less than 7% and CO should not be100mg/Nm3 The proposed project facilities including Waste to Electricity shall meet all operating and emission standards as mentioned in SWM Rules 2016 and EU Standards.	It is requested to consider the emission standards as per the SWM rule, 2016 only & not EU standards.	It is clarified that the emission standards shall be binding as per the SWM Rules	
438	4 Vol Project Information Memorandum (PIM) Volume (iv). Waste to Energy Processing facility, Clause 5.7, Pg 72	Make all arrangement for all the Utilities like water, electricity etc. at his own COST. BBMP will provide the location from where the same can be drawn. All applicable charges and taxes shall be paid by concessionaire.	We request the authority to provide water & electricity for construction purpose upto the project boundary. Within the boundary the concessionaire shall be responsible.	Tender Condition prevails.	
439	General	Interest on delay payment	Clause related to Interest on delay payment becomes very	Tender Condition prevails.	

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			much crucial as the Project model is 100% Concessnaire investment model, with very high liquid money struck in terms of Performance and O&M security.		
440	General		What is Minimum Assured quantity for Processing and Disposal work, since in the initial 5 years, the C&T contract is not within the scope of Selected Concessnaire for this project	Tender Condition prevails.	
441	General	Mobilization Advance	Since this Project is 100% Concessnaire' s investment model and the capex of P&D is very high. Also the Concessnaire need to deposit 9% of the Capex value as Performance security, this brings an additional load to the Concessnaire and hence it is requested to give 3 years of advance Tipping fee, free of any interest as an Mobilization advance to the Concessnaire.	Tender Condition prevails.	
442	Project Title	Appointment of Concessionaire on Tipping Fee Basis to Execute the Comprehensive Integrated Solid Waste Management (ISWM) including collection and transportation of MSW From door-to door to the	The Title does not talk about Disposal of Inert, but scope of work for Concessnaire does. This is to be made clear, whether Disposal of Inerts are in the scope of Concessnaire. If yes following queries to be answered: Is Disposal Location within Processing plant site? If it is outside the processing plant	Disposal of Inerts is in the scope of the concessionaire. Tender Condition prevails.	

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		designated secondary transfer station and secondary transportation from transfer station to designated processing centres and further processing in Package 1	location, what shall be the payment mechanism for its transportation and disposal cost? Who shall construct the SLF? There should be a minimum land to be provided for SLF as per the Tonnage in respective packages. The land details to be made available before 15 days of Bid due date, which will enable the Bidders to quote considering its cost.		
443	General	Transfer station in UDD area	Who will Construct and give Transfer station in UDD area? What will be the minimum no? When is such Transfer station to be constructed and handed over by the Authority Who will Provide land for Transfer station in UDD Area and will this land for TS area will be provided as per PIM maps? Reason for raising the Query Clause 5.9 (page 73) of PIM says, Authority shall provide land. DCA clause 2.4(5) says, The additional transfer stations required for the corresponding	Tender Condition prevails.	

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			package shall be established by authority at its own cost and handed over in a phased manner along with the C&T portion of the scope. Thus we request Authority to answer above queries which is necessary for resource planning and Cost estimation.		
444	General		The bidder request the authority to arrange for suitable land for setting up the processing facilities / parking stations / transfer station, in case the proposed area is not suitable for setting up the facilities considering the environmental / MSW landfill rules - SWM 2016	Tender Condition prevails.	
445	general		Processing plant Location at Sakkaregollahalli Terrafirma is 19KM far from Bengaluru Airport, Hence, NOC from AAI is required, Authroity should provide this NOC before the finalising the bidder.	Tender Condition prevails.	
446	General	CCC	Do we need to build a new CCC or integrate with any existing CCC	Tender Condition prevails.	
447	General	Data	What is the data Retention period	Data retention period to be set as a minimum of 90 days and Tender Condition prevails.	
448	General	C&T Catchment details	The Catchment area of C&T is needed to be clear so that accordingly CCTV, Internet,	Tender Condition prevails.	

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			Biometric, RFID readers can be planned.		
449	General	Weighbridge	Who will maintain Weighbridge Software and hardware	Tender Condition prevails.	
450	General	Garbage Vulnerable points	The current number of garbage-vulnerable points is required so that concessionaires can plan lifting cycles and fleet resources for their clearance effectively.	Concessionaire is responsible for making the GVP survey and Tender Condition prevails..	
451	General	Workshop facility	We request the provision of a central workshop facility for fleet and equipment maintenance	Reply to query number 006 and Tender Condition prevails.	
452	General	Power connections	We kindly request that you arrange for an appropriate power connection at the parking facilities to support the required load for charging the Battery-Operated Vehicles	All the internal routings and cost of power consumptions shall be paid by the Concessionaire and Tender Condition prevails.	
453	General	P&D Facility fleet and equipment	The selected bidder may consider the fleet and equipment not mentioned in the document as per the P&D project's requirements	Tender Condition prevails.	
454	General	Transfer stations	Kindly provide the Adequate space is required for the establishment of transfer stations	Refer to the reply for query no. 006 and Tender Condition prevails.	
455	General	Replacement of Fleet & equipment	Kindly specify the fleet replacement frequency	Tender Condition prevails.	
456	General	Power connections	We kindly request that you arrange for an appropriate power connection at the parking facilities to support the required	All the internal routings and cost of power consumptions shall be paid by the Concessionaire and Tender Condition prevails.	

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			load for charging the Battery-Operated Vehicles		
457	General	P&D Facility fleet and equipment	The selected bidder may consider the fleet and equipment not mentioned in the document as per the P&D project's requirements	Tender Condition prevails.	
458	General		Penalty for segregation : The onus of segregation lies with generators and it is the responsibility of authority to enforce such behavior . The concessionaire should not be penalized for non-compliance by generators. Further tolerance of 5 % is very less as nowhere in the country such levels of segregation have been achieved. Request indicate existing level of segregation to understand the alignment of of generators.	Tender Condition prevails.	
459	General		Tolerances range from 0-5 % in most cases needs to be reviewed. Should be reasonable.	Tender Condition prevails.	
460	General		Penalty for billing of user charge : Since revenue belongs to concessionaire , we will make all endeavors to collect . However logic of levying penalty is not understood. Request delete .	Tender Condition prevails.	

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461	General		Penalty for not meeting performance standard : Yet another penalty , Too many penalties for same /similar default . These cumulatively will make the project unviable.	Tender Condition prevails.	
462	General		Disposal of carcass and meat waste is a costly affair. The tipping fees for such waste should be separately quoted /promulgated .	Tender Condition prevails.	
463	General	Penalties/KPI's	Since concessionaire is not doing C&T Operations in the initial 5 yrs time period, request Authority not to impose any Penalties/KPI's till the concessionaire takes full C&T Operations and Integrated Solid Waste Management (ISWM) facilities.	agreed	
464	General	KPI's	Request Authority to exclude KPIs for the initial six-month period from the date of COD as there would be teething problems in the inception of the project. It is commonly followed clause across PPP mode projects where KPI's are involved	Tender Condition prevails.	
465	General	Capital Grant	Request Authority to provide capital grant/Viability gap funding for establishment of Project facilities.	Tender Condition prevails.	

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466	General	Capacity Augmentation	Request Authority to provide capital grant along with the required additional land at free of cost in case of Capacity Augmentation becomes necessary in light of the year on year increase in the waste qty.	Tender Condition prevails.	
467	General	Limitation of Liability	As there is currently no cap on the limitation of liability, we request Authority to consider capping the limitation of liability for the concessionaire at 5% of the performance security.	Tender Condition prevails.	
468	General	Penalties/LD's	As there is no cap on LD's/Penalties, We kindly request that a cap be established on overall penalties throughout the concession period, specifying that the total penalties shall not exceed 5% of the performance security amount.	Tender Condition prevails.	
469	General	Transportation of C&T by the Existing Contractors	After the COD of P&D by the concessionaire, will the Existing C&T contractors will transport the waste to the P&D facilities developed by concessionaire? As C&T operations could be handed over only after 5 yrs and Concessionaire may be ready with completion of P&D facility much before 5 yrs time.	The existing C&T contractors / waste generated in the respective zone or package will be transported and handed over to the integrated P&D plant and Tender Condition prevails.	

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			Request Authority to confirm the same.		
470	General	Safety review: The Authority/Project Engineer shall carry out a safety audit of the Project to determine its compliance with the provisions of this Schedule and this Agreement.	Safety audit should be conducted by the KS Disaster Management and Fire Department empanelled agencies or National Safety council of India.	Tender Condition prevails.	
471	General	KPI and Penalties	There are LD for availability, performance and you have penalties also for same defaults . It tantamount to dual penalization for same default , request remove one .	Tender Condition prevails.	
472	General	Electric Vehicle Provision	Since this is a 30 years contract, we request authority to keep provision for electric vehicle to be deployed by the concessionaire in both, Primary and Secondary Collection and Transportation.	Concessionaire can explore the deployment of EVs for both primary and secondary collection and transportation and Tender Condition prevails.	
473	General	Penalties	Provision of Double Penalties should be deleted	Tender Condition prevails.	
474	General	Performance Liquidated damages and penalituies are based on KPI.it is equivalent to multiple penalities for same default.	Request to consider one	Tender Condition prevails.	

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475	General	Concessionaire should be paid for quantum of waste lifted and processed irrespective of COD.	Request to indicate modalities of payment for C&T and P&D pre COD	Tender Condition prevails.	
476	General		What is the mechanism to collect green/ horticulture waste generated other than Parks	The Concessionaire is responsible for the collection of green / horticulture waste. Tender Condition prevails.	
477	General		What is the basis of manpower deployment for collection and transportation Vehcile's. And as per our survey we understand that Auto Tipper / D2D Vehcile and Secondary Vehcile is 1 Driver + 1 Helper please confirm the manpower deployment	The minimum requirement for the primary vehicles is 1 driver + 1 helper, and for secondary vehicle 1 driver + 2 helpers and Tender Condition prevails.	
478	General		Request to provide list of GVPs ward/ zone wise has proposed machanism to lift the same	Concessionaire is responsible for making the GVP survey and Tender Condition prevails.	
479	General		Request to provide whether 1100 bins or any other bin is considered to be installed in high foot fall area/ market places for collection of littered waste.	Tender Condition prevails.	
480	General		Please provide the machanism proposed for collection of waste from weekly market if any. Also ask the list of weekly markets	Concessionaire is responsible for collecting all kinds of MSW in its jurisdiction. Tender Condition prevails.	
481	General		Who is accountable to collect and dispose rejects generated at decentralised waste processing plants presently under operation	After the expiry of the existing contract of the decentralized waste processing plant, the concessionaire is responsible for the renovation, and modernization of this decentralized facilities	

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				and integrate with the integrated processing facilities is part of the ISWM and Tender Condition prevails.	
16. NANTHASANKARAN CHIDAMBARAM, SUBRAMANIAN- (Pkg:-4)					
482	Volume - I - 11 - Note 4	The BSWML has invited separate tenders for appointment of agencies for Collection and Transportation of MSW from the BBMP limits (225 wards). Hence, the scope of work of Collection and Transportation of MSW mentioned in article 2 of DCA (Draft Concessionaire Agreement) will be executed through such agencies for whom work order will be issued in future. These shall be valid for a period of 5 years only from the date of award of work. Soon after expiry of 5 years period or in cases of early termination of any of such other agencies of C & T due to any reasons, the package agencies of this tender shall take over the work of C&T	Request Authority to clarify this as this has a direct impact on the Project Implementation efficiencies	Refer reply no.173	

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		immediately. Hence, the bidders of the ISWM packages shall critically review the scope mentioned in Article 2 of DCA and submit their bids accordingly			
483	Volume - I - 16 - 1.1.2	The Project shall be awarded as per KTPP rules on QCBS selection method. The project will be implemented in accordance with SWM Rules 2016, SBM 2.0 & any other guidelines & amendments made by MOEF&CC, MoHUA or any other competent authority during the concession period	Request Authority to consider Hybrid Annuity Based Model allowing both Authority & Concessionaire to have a fair control over the cost & expenses related to the project	Tender Condition prevails.	
484	Volume - I - 42 - 2.16.5	The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%	Request authority to adopt a market-linked variable escalation model with hybrid cap-and-floor mechanisms to ensure fairness, cost efficiency, and adaptability for both the government and bidders	Tender Condition prevails.	
485	Volume - II - 153 - 19.5	Schedule of Penalties	Compared to Volume III PENALTY STRUCTURE LINKED TO PERFORMANCE STANDARDS - The data provided in the table regarding performance targets is	Tender Condition prevails.	

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			different, Please 5clarify which one has to be taken forwarded		
486	Volume - II - 155 - 19.5	Administrative & Stationary Requirements - Protec	The following Penalties has 0% tolerance - We request the authority to provide performance slabs and reconsider the performance tolerance	Tender Condition prevails for the queries from 486 to 496.	
487	Volume - II - 156 - 19.5	Administrative & Stationary Requirements - Compliance to fuel emission norms			
488	Volume - II - 156 - 19.5	Administrative & Stationary Requirements - Possession of driving license and Registration Certificate for drivers and vehicles			
489	Volume - II - 156 - 19.5	Administrative & Stationary Requirements - No spillage/leakage while transportation			
490	Volume - II - 156 - 19.5	Administrative & Stationary Requirements - No Transportation in uncovered Vehicles			
491	Volume - II - 157 - 19.5	ISWM Facility/Satellite Facilities - Breakdown / weighbridge non functioning of			
492	Volume - II - 157 - 19.5	ISWM Facility/Satellite Facilities -Breakdown / segregator nonfunctioning of			
493	Volume - II - 157 - 19.5	ISWM Facility/Satellite Facilities - Quality of			

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		waste being landfilled (Disposal of Construction & Demolition Waste or any non MSW matter into the Landfill)			
494	Volume - II - 157 - 19.5	ISWM Facility/Satellite Facilities - Waste to be sighted for more than 4 daysin areas except the designated areas			
495	Volume - II - 158 - 19.5	ISWM Facility/Satellite Facilities - Deviation from Environment, Health,Safety Monitoring Parameters			
496	Volume - I - 21 - 1.11	Communications	While the Concessionaire acknowledges its responsibility for site inspection and due diligence, we kindly request the Authority to share detailed site investigation reports, including geotechnical data, hydrological assessments, environmental baseline studies, and information on existing utilities and infrastructure which would have been prepared. This will enable a more comprehensive understanding of the site conditions and support the preparation of a much deeper accurate and effective project plans		

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497	Volume - I - 21 - 1.11	Communications	1. Layout plans and Aerial survey of the MSW Waste processing sites 2. Load flow studies and existing reports related to the daily movement of waste at ward level 3. Landfill Records 4. Exisiting Policies, bye Laws and official notifications published related to SWM	A brief about the present scenario is provided in PIM document in Volume IV. Bidders are requested to collected necessary information from reliable sources by their bidders on their own and accordingly submit their bids with stipulated timelines.	
498	Volume - I - 21 - 1.11	Communications	Request authority to provide a ward wise demarked map as digital shape files	Tender Condition prevails.	
499	Volume - I - 21 - 1.11	Communications	Request to provide the current project dates of 89 packages including start date, end date, name of the vendor, TPD collected on daily basis	Matter is pending in Hon'ble High court.	
500	Volume - I - 21 - 1.11	Communications	The RFP mentions separate tenders for C&T for 5 years. Please clarify the transition process if these contracts are terminated early. Will the Concessionaire be compensated for taking over C&T earlier than anticipated? Will there be any support from the Authority in terms of resources or knowledge transfer during this transition?	Tender Condition prevails.	
17. BVG India Ltd					
501		Number of Transfer Stations and Processing Centres	Could you please specify how many transfer stations and	Requesting Bidder to Refer PIM Pg-4,57,69 and RFP. Tender Condition prevails.	

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			processing centres will be part of the project?		
502		Distance for DTDC Vehicles:	What are the minimum and maximum distances for DTDC vehicles to travel to the transfer stations?	Requesting Bidder to Refer PIM and RFP Tender Condition prevails.	
503		Penalties for Non-Segregation and Littering:	Will the BBMP impose penalties on service recipients in cases of non-segregation and littering? If so, how will such penalties be enforced?	Refer Article 19 of DCA. Tender Condition prevails.	
504		Guaranteed Payment Schedules:	Could you provide details on the guaranteed payment schedules for the project?	Tender Condition prevails	
505		Use of Advanced Technologies:	Is the firm permitted to implement advanced technologies, if deemed suitable, even if their cost is higher than conventional technologies? In such cases, will the additional cost be considered and factored into the project?	Bidder has to make such assessment and quote in Financial Proposal while bidding	
506		Procurement of End Products (Composting/Bio-CNG):	In the case of composting or Bio-CNG production, will BBMP purchase the end products generated from these processes?	The Concessnaire has to market the same and factor into its revenue. Tender Condition prevails.	

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507		Early Termination and Infrastructure Investment Recovery:	In the event of early termination of the contract, what mechanism is in place to recover the cost of investment in infrastructure?	Refer to the DCA Pg:67-10.2.6, Pg86-(v) Pg195-24.4.9 Pg197-24.4.11 Tender Condition prevails.	
508		Design of Transfer Stations:	Could you please provide us with the standard design of the proposed or existing transfer stations? This will help us assess the project scope and design requirements more effectively.	Existing Typical Transfer station layout drawing is attached	
509		Site Status and Disputes:	With respect to the sites being provided, we request confirmation that these sites are free of any disputes, litigations, or socio-political/local issues. Specifically, we would like to confirm that there are no concerns like the Terrafirma case, where the Hon'ble Chief Minister has previously agreed to close an earlier plant and not reopen it at the same location, as mentioned in certain media reports.	Tender Condition prevails.	
510		Site Acquisition Status:	Have all the sites mentioned in the tender been fully acquired by BBMP/BSWML? If so, we request that you provide the relevant details of the acquisitions. If the sites are still pending acquisition,	Tender Condition prevails.	

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			we kindly request information on the expected timelines for the completion of this process.		
18. P Harsha Vardhana Reddy					
511		Please find the attached Prebid Queries pertaining to the tender for "APPOINTMENT OF CONCESSIONAIRE ON TIPPING FEE BASIS TO EXECUTE THE COMPREHENSIVE INTEGRATED SOLID WASTE MANAGEMENT (ISWM) FACILITIES INCLUDING COLLECTION & TRANSPORTATION OF MSW FROM DOOR-TO-DOOR TO DESIGNATED SECONDARY TRANSFER STATIONS AND SECONDARY TRANSPORTATION FROM TRANSFER STATIONS TO DESIGNATED PROCESSING CENTERS AND FURTHER PROCESSING THE SAME IN FOUR PACKAGES" REQUEST FOR PROPOSAL FOR PACKAGE-3: EAST & MAHADEVAPURA ZONES.			

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19. T. Kiruba Shankar (Elkoplast India) (pkg-1)					
512	General Point	Condracting Points	The tender has condracting points in the tender, We request the authority to re-evaluvate them: C&T Process comenses after 5 years and its not logical for a concissionaire to bid today and take up the project after 5 years or if a current package gets cancelled.	Tender Condition prevails.	
513	Volume I / Page 55 / 3. Criteria for Evaluvation / 3.1.3 (a)	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (a): a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	We request the authority to change the criteria for evaluvation from the No of projects undertaken to either from the No of households covered or the tonnage carried in the previous projects. We also request to change the marking system based on that.	Refer the addendum 4	
514	Volume I / Page 56 / 3. Criteria for Evaluvation / 3.1.3 (a)	The comparative size and quality of Similar Assignments: assigned in the contract of the experience certificate attached then the score i. If KPI of the contract executed above 75%: 6	We want the authority to let us know the meaning of (KPI of the contract executed above or between a certain percentage) does that mean the percentage is about the payment involved in a KPI Project.	Refer the addendum 4	

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		marks Or ii. If KPI of the contract executed between 60% to 75%: 4 Marks Or iii. If KPI of the contract executed between 50% to 60%: 2 Marks Or iv. If KPI of the contract executed between 50% to 60%: 2 Marks Or v. If KPI of the contract executed is less than 50%: 1 Mark			
515	Volume I / Page 57 / 3. Criteria for Evaluation / 3.1.3 (a)	Overall experience of the bidder a. If the bidder executed the contracts for C&T for Primary plus Secondary transportation by deploying the primary vehicles and secondary transportation through hook loaders and maintained at-lest 2Transfer stations: 2 marks OR b. Collection & Primary transportation alone or	Requesting the authority to remove the option of (at-least 2 transfer station)	Refer the addendum 4	

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		Secondary transportation: 1 mark			
516	Volume I / Page 59 / 3. Criteria for Evaluation / 3.1.3 (a)	Section-C: Relevant Experience of the Key Personnel Team Leader 9 marks Safety Expert 6 marks Financial Analyst 8 marks Environmental Expert 7 marks	We ask the authority to reconsider the marking system provided for key personnel and also to make changes to the experience and degree each personal should have.	Tender Condition prevails.	
517	Volume II / Page 19 - 20 / Article 2 Scope of Work / 2.6.3 - 2.6.6	2.6.3 Facilities towards Primary Collection and Transportation as applicable 2.6.4 Facilities towards Secondary Transportation as applicable. 2.6.5 Vehicle Parking Yards, Transfer Stations, Space for Office Building 2.6.6 The handing over of transportation facilities shall be handed over in phased manner subject to the completion/ termination of the ongoing C&T contracts/projects that may be currently in place for any particular zone within BBMP area. The Authority shall provide the required, suitable and	We request the clarity from authority on the land parcel provided for parking yards on if its on rent free mechanism - As per the PPP terms and conditions.	Refer reply no.006	Land facility

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		unencumbered possession of the lands for New Processing and Disposal Facilities. 2.6.7 The Authority will permit Concessionaire to utilize and obtain the utilities required for enabling the construction of the Project Facilities, without any other than the applicable user charges for the utilities.			
518	Volume II / Page 60 / Article 9 Performance Securities / 9.1.1	The Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, ...The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.	We request the authority to consider partial COD.	Tender Condition prevails.	
20. Waste Warrior					
519	67 SL no 3 Point 4	Technical score alone must not be given more	Kindly remove this Clause	Tender condition prevails	

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	Bidder Details / Financial Bid Amount Bidder 1: 1,30,000 Bidder 2: 1,20,000 Bidder 3: 1,00,000		weightage financials must also be considered when there is a larger difference as public money is involved and BSWML can save huge amounts if financials are given higher weightage			
520	42 sl no 2 point 16 point 7		Why limit the number or members in the joint venture or consortium there must not be limit regarding the same as the prequalification conditions and investments required for this tender is very high hence we request you to remove the limit on number of members for joint venture or consortium	Kindly remove this clause	Refer the addendum 4	
21. T. Kiruba Shankar (Elkoplast India) (pkg-2)						
521	General Point		Condracting Points	The tender has condracting points in the tender, We request the authority to re-evaluvate them: C&T Process comenses after 5 years and its not logical for a concissionaire to bid today and take up the project after 5 years or if a current package gets cancelled.	Tender Condition prevails.	

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522	Volume I / Page 55 / 3. Criteria for Evaluation / 3.1.3 (a)	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (a): a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	We request the authority to change the criteria for evaluation from the No of projects undertaken to either from the No of households covered or the tonnage carried in the previous projects. We also request to change the marking system based on that.	Refer the addendum 4	
523	Volume I / Page 56 / 3. Criteria for Evaluation / 3.1.3 (a)	The comparative size and quality of Similar Assignments: assigned in the contract of the experience certificate attached then the score i. If KPI of the contract executed above 75%: 6 marks Or ii. If KPI of the contract executed between 60% to 75%: 4 Marks Or iii. If KPI of the contract executed between 50% to 60%: 2 Marks Or iv. If KPI of the contract	We want the authority to let us know the meaning of (KPI of the contract executed above or between a certain percentage) does that mean the percentage is about the payment involved in a KPI Project.	Please refer the addendum 4	

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		executed between 50% to 60%: 2 Marks Or v. If KPI of the contract executed is less than 50%: 1 Mark			
524	Volume I / Page 57 / 3. Criteria for Evaluation / 3.1.3 (a)	Overall experience of the bidder a. If the bidder executed the contracts for C&T for Primary plus Secondary transportation by deploying the primary vehicles and secondary transportation through hook loaders and maintained at-lest 2Transfer stations: 2 marks OR b. Collection & Primary transportation alone or Secondary transportation: 1 mark	Requesting the authority to remove the option of (at-least 2 transfer station)	Refer the addendum 4	
525	Volume I / Page 59 / 3. Criteria for Evaluation / 3.1.3 (a)	Section-C: Relevant Experience of the Key Personnel Team Leader 9 marks Safety Expert 6 marks Financial Analyst 8 marks Environmental Expert 7 marks	We ask the authority to reconsider the marking system provided for key personal and also to make changes to the experience and degree each personal should have.	Tender Condition Prevails	

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526	Volume II / Page 19 - 20 / Article 2 Scope of Work / 2.6.3 - 2.6.6	2.6.3 Facilities towards Primary Collection and Transportation as Applicable 2.6.4 Facilities towards Secondary Transportation as applicable. 2.6.5 Vehicle Parking Yards, Transfer Stations, Space for Office Building 2.6.6 The handing over of transportation facilities shall be handed over in phased manner subject to the completion/ termination of the ongoing C&T contracts/projects that may be currently in place for any particular zone within BBMP area. The Authority shall provide the required, suitable and unencumbered possession of the lands for New Processing and Disposal Facilities. 2.6.7 The Authority will permit Concessionaire to utilize and obtain the utilities required for enabling the construction of the Project Facilities,	We request the clarity from authority on the land parcel provided for parking yards on if its on rent free mechanism - As per the PPP terms and conditions.	Refer the reply to query number 006.	

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		without any other than the applicable user charges for the utilities.			
527	Volume II / Page 60 / Article 9 Performance Securities / 9.1.1	The Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, ...The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.	We request the authority to consider partial COD.	Tender Condition prevails.	
22. Hardik Gowda, Bengaluru/Bidadi					
528	Vol-4, Page No.3, Point No. 2	Land parcels for the ISWM Processing facility is identified. about 50.0 Acres normal land and about 50.00 Acres et quarry pit wither. 5 km of the ISWM processing Facility) for each package. The accessibility to the processing center needs to well bid conference	1. Kindly provide the details of the location, sketch copy. Geo technical investigation reports and the necessary clearances obtained from statutory bodies for establishing the for ISWM processing facility. 2. Kindly provide the details of 100 acre of land is including or excluding of buffer arca.	Tender Condition prevails. Refer the PIM	

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			3. Is the identified land free from encumbrance/litigations? 4. If during establishment of ISWM processing facility any dispute/litigations arises from SEIAA, KSPCB. CFCE, MOES and local bodies like Grame Panchayath and other authorities who will be responsible and how will be bidder/service the successful provider/contractor compensated. 5. Kindly clarify has Consent Fer Establishment obtained from KSPCB and any Public hearings are conducted? If yes kindly Provide certified copies of proceedings		
529	Vol-4, Page No. 4, Point No.2	All intending bidders will be required prepare assessment, their own methodology, technologies and arrive the suitable tipping fee for the entire scope	Since the project cost of each packages is more than 600cr we would request you to provide at least 60 days time to assess the quantity and type of waste generation for effective deployment of men, materials, vehicles and machineries	Refer the addendum for the extension of the time	
530	Volume-4, Page No.4, Point No.3	Package wise Details of Collection and Transportation Works	Is the successful bidder/service provider/contractor responsible for establishing transfer stations and procure containers and hook loaders. If not will BBMP/BSWML	Other than the specified number of Transfer stations, remining facilities and transfer station have to be established by the bidders on their own investment for capital cost and also for the land. Tender Condition prevails.	

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			provide the same and request you to clearly define the roles and responsibilities of the bidder in case of transfer stations are being provided by BBMP/BSWML		
531	Volume-2, Page No.131, Point No. 18.1.1 & 18.1.6	18.1.1 Project Cost and 18.1.6 (f) Tipping Fee Escalation: Year on Year 5% escalation after completion one year after COD	The tender period is 30 years and the escalation are given is 5% for every year. We request you to kindly revise it to 10% escalation for every year as this is long term contract	Tender Condition Prevails Pg131-18.1.1 Pg132-(f) Pg151(c)	
532	Volume-2, Page No.209, Point No.27.3	Arbitration	As per circular of GOK No.LAw-LAC/198/2024, Dated: 16.11.2024 incorporation of arbitration clause in the government contracts or tenders etc is hereby withdrawn with immediate effect. Please clarify whether the arbitration clause will be deleted or remain same	Refer addendum 3 released.	
533	Volume-1, Page No.14 Point No.14, No.13	The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard	Is the tender called adhering to KTPP act, as per article 14 of the KTPP act the inviting authority cannot cancel the tender without assigning any reasons. Request you to kindly delete this clause	Tender Condition prevails.	
534	Volume-3, Page No.144, Point No.3	Relevant requirements/clearances	Since the tenders are invited by BSWMI.. Bangalore which is	Kindly refer the addendum 3 released on 29.11.2024	

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		of the Madhya Pradesh Pollution Control Beard (TSPCB)	comes under KSPCB, what the necessary to obtain the clearances from Madhya Pradesh Pollution Control Board (TSPCB). This shows already decided to award the ISWM Packages to predetermined company. Please clarify in this regard.		
535			Kindly request you to set up one pre bid meeting the since the tender document is large quantity (around the more than 1000 pages).	All queries are addressed and replied. Refer addendum for the extension of the time	
536			Kindly provide the copy of the Technically Sanction Estimates for further reference	Tender Condition prevails.	BSWML to review the reply
23. J.M.C Constructions Private Ltd					
537	Volume-1, Page No.14, Point No.13	The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.	Is the tender called adhering to KTPP act, as per article 14 of the KTPP act the inviting authority cannot cancel the tender without assigning any reasons. Request you to kindly delete this clause.	Tender Condition prevails.	
538	Volume-2, Page No.131, Point No. 18.1.1 & 18.1.6	18.1.1 Project Cost and 18.1.6 (f) Tipping Fee Escalation: Year on Year 5% escalation after completion one year after COD	The tender period is 30 years and the escalation are given is 5% for every year. We request you to kindly revise it to 10% escalation for every year as this is long term contract.	Tender Condition Prevails Pg131-18.1.1 Pg132-(f) Pg151(c)	

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539	Volume-2, Page No.209, Point No.27.3	Arbitration	As per circular of GOK No.LAw-LAC/198/2024, Dated: 16.11.2024 incorporation of arbitration clause in the government contracts or tenders etc is hereby withdrawn with immediate effect. Please clarify regarding this.	Refer addendum 3.	
540	Volume-3, Page No.144, Point No.3	Relevant requirements/clearances of the Madya Pradesh Pollution Control Board (TSPCB)	Since the tenders are invited by BSWML, Bangalore which is comes under KSFCB, what the necessary to obtain the Madhya Pradesh Pollution Control Board (TSPCB). This shows already decided to award the all ISWM packages to predetermined company Please clarify in this regard.	Typographical error corrected and issued the addendum.	
541	Vol-4, Page No.3, Point No. 2	Land parcels for the ISWM Processing facility is identified. about 50.0 Acres normal land and about 50.00 Acres et quarry pit wither. 5 km of the ISWM processing Facility) for each package. The accessibility to the processing center needs to well bid conference	1. Kindly provide the details of the location, sketch copy. Geo technical investigation reports and the necessary clearances obtained from statutory bodies for establishing the for ISWM processing facility. 2. Kindly provide the details of 100 acre of land is including or excluding of buffer arca. 3. Is the identified land free from encumbrance/litigations?	Refer the Volume-4 The PIM document. Tender Condition prevails.	

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			4. If during establishment of ISWM processing facility any dispute/litigations arise from SEIAA, KSPCB. CFCE, MOES and local bodies like Grame Panchayath and other authorities who will be responsible and how will be bidder/service the successful provider/contractor compensated. 5. Kindly clarify has Consent Fer Establishment obtained from KSPCB and any Public hearings are conducted? If yes kindly Provide certified copies of proceedings		
542	Vol-4, Page No. 4, Point No.2	All intending bidders will be required prepare assessment, their own methodology, technologies and arrive the suitable tipping fee for the entire scope	Since the project cost of each packages is more than 600cr we would request you to provide at least 60 days time to assess the quantity and type of waste generation for effective deployment of men, materials, vehicles and machineries	Refer to reply no 529	
543	Volume-4, Page No.4, Point No.3	Package wise Details of Collection and Transportation Works	Is the successful bidder/service provider/contractor responsible for establishing transfer stations and procure containers and hook loaders. If not will BBMP/BSWML provide the same and request you to clearly define the roles	Refer to reply no 530	

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			and responsibilities of the bidder in case of transfer stations are being provided by BBMP/BSWML		
24. Madhucon Projects Limited					
544	Volume-1, Page No.14, Point No.13	The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.	Is the tender called adhering to KTPP act, as per article 14 of the KTPP act the inviting authority cannot cancel the tender without assigning any reasons. Request you to kindly delete this clause.	Tender Condition prevails.	
545	Volume-2, Page No.131, Point No. 18.1.1 & 18.1.6	18.1.1 Project Cost and 18.1.6 (f) Tipping Fee Escalation: Year on Year 5% escalation after completion one year after COD	Kindly revise it to 10% escalation for every year as this is long term contract	Refer Pg131-18.1.1 Pg132-(f) Pg151(c)	
546	Volume-3, Page No.144, Point No.3	Relevant requirements/clearances of the Madya Pradesh Pollution Control Board (TSPCB)	Since the tenders are invited by BSWML, Bangalore which is comes under KSFCB, what the necessary to obtain the Madhya Pradesh Pollution Control Board (TSPCB). .	Refer addendum for the typographical error.	
547	Vol-4, Page No.3, Point No. 2	Land parcels for the ISWM Processing facility is identified. about 50.0 Acres normal land and about 50.00 Acres et quarry pit wither. 5 km of	1. Kindly provide the details of the location, sketch copy. Geo technical investigation reports and the necessary clearances obtained from statutory bodies	Tender Condition prevails. Refer the PIM	

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		the ISWM processing Facility) for each package. The accessibility to the processing center needs to well bid conference	for establishing the for ISWM processing facility. 2. Kindly provide the details of 100 acre of land is including or excluding of buffer arca. 3. Is the identified land free from encumbrance/litigations? 4. If during establishment of ISWM processing facility any dispute/litigations arises from SEIAA, KSPCB. CFCE, MOES and local bodies like Grame Panchayath and other authorities who will be responsible and how will be bidder/service the successful provider/contractor compensated. 5. Kindly clarify has Consent Fer Establishment obtained from KSPCB and any Public hearings are conducted? If yes kindly Provide certified copies of proceedings		
548			Kindly request you to set up one pre bid meeting the since the tender document is large quantity (around the more than 1000 pages).	All queries are addressed and replied. Refer addendum for the extension of the time	

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549			Kindly provide the copy of the Technically Sanction Estimates for further reference	Tender Condition prevails.	BSWML to review
25. MS Jathin Infra Pvt.Ltd					
550	Volume-2, Page No.131, Point No. 18.1.1 & 18.1.6	18.1.1 Project Cost and 18.1.6 (f) Tipping Fee Escalation: Year on Year 5% escalation after completion one year after COD	The tender period is 30 years and the escalation are given is 5% for every year. We request you to kindly revise it to 10% escalation for every year as this is long term contract.	Tender Condition Prevails Pg131-18.1.1 Pg132-(f) Pg151(c)	
551	Volume-2, Page No.209, Point No.27.3	Arbitration	As per circular of GOK No.LAw-LAC/198/2024, Dated: 16.11.2024 incorporation of arbitration clause in the government contracts or tenders etc is hereby withdrawn with immediate effect. Please clarify regarding this.	Refer addendum 3	
552	Volume-1, Page No.14, Point No.13	The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.	Is the tender called adhering to KTPP act, as per article 14 of the KTPP act the inviting authority cannot cancel the tender without assigning any reasons. Request you to kindly delete this clause.	Tender Condition prevails.	
553	Volume-3, Page No.144, Point No.3	Relevant requirements/clearances of the Madya Pradesh	Since the tenders are invited by BSWML, Bangalore which is comes under KSFCB, what the necessary to obtain the Madhya	Refer addendum 3 for the typographical error	

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		Pollution Control Board (TSPCB)	Pradesh Pollution Control Board (TSPCB). This shows already decided to award the all ISWM packages to predetermined company Please clarify in this regard.		
554	Vol-4, Page No. 4, Point No.2	All intending bidders will be required prepare assessment, their own methodology, technologies and arrive the suitable tipping fee for the entire scope	Since the project cost of each packages is more than 600cr we would request you to provide at least 60 days time to assess the quantity and type of waste generation for effective deployment of men, materials, vehicles and machineries	Refer addendum for the extension of the time	
555	Volume-4, Page No.4, Point No.3	Package wise Details of Collection and Transportation Works	Is the successful bidder/service provider/contractor responsible for establishing transfer stations and procure containers and hook loaders. If not will BBMP/BSWML provide the same and request you to clearly define the roles and responsibilities of the bidder in case of transfer stations are being provided by BBMP/BSWML	Reply no.530	
556	Vol-4, Page No.3, Point No. 2	Land parcels for the ISWM Processing facility is identified. about 50.0 Acres normal land and about 50.00 Acres et quarry pit wither. 5 km of the ISWM processing Facility) for each package. The accessibility to the	1. Kindly provide the details of the location, sketch copy. Geo technical investigation reports and the necessary clearances obtained from statutory bodies for establishing the for ISWM processing facility.	Tender Condition prevails	

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		processing center needs to well bid conference	2. Kindly provide the details of 100 acre of land is including or excluding of buffer arca. 3. Is the identified land free from encumbrance/litigations? 4. If during establishment of ISWM processing facility any dispute/litigations arises from SEIAA, KSPCB. CFCE, MOES and local bodies like Grame Panchayath and other authorities who will be responsible and how will be bidder/service the successful provider/contractor compensated. 5. Kindly clarify has Consent Fer Establishment obtained from KSPCB and any Public hearings are conducted? If yes kindly Provide certified copies of proceedings		
557	Rfp Volume-4	100	The details provided in the Annexure 2 in Page 100 to 107 is not accurate do consider and make the changes and upload the correct details	Tender Condition prevails.	
558	Rfp-Volume-1	118	requesting the authority to give latest and more accurate information regarding the	Tender Condition prevails.	

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			population as the number of equipment and machinery will be based on the population and area to be covered		
559	Rfp-Volume-3	144	tender is called for by BSWML Bangalore and requirement if clearances from Madhya Pradesh do change the same to Karnataka	Refer the addendum 3 for the typographical error	
560	Rfp- Volume-2	18 sl no 2 point 4	5 plants must be handed over to the successful bidder at the time of award of the contract as both door to door and processing and disposal must begin and go hand in hand at the same time so do consider the same	Tender Condition prevails	
561	Rfp- Volume-3	188	List of Clearances point 3 to be changes to Karnataka Pollution Control Board	Refer the addendum 3 for the typographical error	
562	Rfp-Volume-2	208 Article 27	as per circular dated 16th November it is mentioned that in exercise of the power conferred under section 21 of the general clauses act 1897 the circular no lavw 273 lac 2012 p dated 10 January 2014 regarding incorporation of arbitration clause in the government contracts or tenders etc is hereby withdrawn with immediate effect the new circular reads do provide clarity regarding the same	Refer the addendum 3	
563	Rfp-Volume-1	42 sl no 2 point 16 point 7	why limit the number of members in the joint venture or	Refer the addendum 3	

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दम्मू बालय्या / DAMMU BALAIAH
अपर महाप्रबंधक (वास्तुकला) एवं (सम्पार्श्विता प्रभारी)
Addl. General Manager (Architect & Sustainability Incharge)
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RITES LIMITED, BENGALURU

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			consortium there must not be limit regarding the same as the prequalification conditions and investments required for this tender is very high hence we request you to remove the limit on number of members for joint venture or consortium		
564	Rfp-V1	55 sl no A 1	tender called for is in tonnage basis so requesting you to ask the pre qualification criteria as well in tonnage basis rather than number of projects do provide parameters for comparative size and quality of eligible assignments	Refer the addendum 4	
565	Rfp-V1	57 sl no A 2	tender called for in tonnage basis so requesting to ask the qualification criteria in tonnage basis rather than in numbers requesting to consider bio mining or bio remediation under processing and disposal	Refer the addendum 4	
566	Rfp-V1	67 sl no 3 point 4	technical score alone must not be given more weightage financials must also be considered when there is a larger difference as public money is involved and bswml can save huge amounts if financials are given higher weightage	Refer the addendum 4	
567	rfp	rfp	Escalation is provided at 5 percent yearly Requesting to	Tender Condition prevails	

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			increasing the escalation to 10 percent as every year the vehicles will be depreciating and damages will be incurred to both vehicles and equipment If there is any abnormal increase in fuel prices or if new taxes are levied it will become a burden to concessionaire So kindly consider the same		
568	Nil-	nil	could you please specify the maximum permissible percentage above the estimated rates at which bswml is allowed to award the tender as per the prevailing rules and guidelines	Tender Condition prevails	
569	nil	nil	from the beginning the work of door to door collection and transportation in BBMP was managed by small scale contractors and sons of pourakarmikas often operating with limited resources and infrastructure but now in this tender they have been denied the right to participation as they do not have the required experience and turnover so kindly reduce the turnover and experience specified in the tender and provide an option of consortium of more than 30 to 40 contractors to participate in the tender	Refer the addendum 4	

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570	Rfp-v1	11 sl no 4	In the page No11 you have mentioned 225 wards but you have mentioned in the page no36 at 2 15 2 b 198 wards in 89 packages Kindly give confirm which one is correct and give clarification If the bidder is invested for 5 years in the above tenders how can you terminate before the completion of the agreement Kindly give clarification	Both are correct. Tender Condition prevails	
571	Rfp-V1	11 sl no 4	it is mentioned that the bswml has invited separate tenders for appointment of agencies for collection and transportation of msw from the bbmp limits 225 wards hence the scope of work of collection and transportation of msw mentioned in article 2 of dca draft concessionaire agreement will be executed through such agencies for whom work order will be issued in future these shall be valid for a period of 5 years only from the date of award of work soon after expiry of 5 years period or in cases of early termination of any of such other agencies of c and t due to any reasons the package agencies of this tender shall take over the work of c and t immediately but	Tenders invited by BBMP to appoint Agencies for 89 Packages has been referred to the bidder and the same matter is in Hon'ble High court. Tender Condition prevails	

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			in volume 2 page no 233 under the heading implementation period for collection and transportation it is mentioned that shall mean the period of 8 eight months commencing from date of the appointment or agreement date kindly clarify which is correct		
572	Rfp- Financial proposal	110	Kindly split the financial proposal for C and T and P and D to ensure the exact cost and to get competitive bids	Tender Condition prevails	
573	Rfp-early termination	110	Kindly give definition of early termination	Tender Condition prevails	
574	Rfp-Appenix-2	112	This is my investment purpose I cant disclose these details at this stage We will give at the time of LOA	Yes agreed	
575	rfp	12 sl no 10	it is mentioned that One bidder shall be awarded a maximum of two packages If a bidder is the highest scorer in more than two packages how will the packages be allocated	Tender Condition prevails	
576	rfp	13 sl no 11 c	it is mentioned that In case of a tie in technical marks and turnover the company with higher net worth will be awarded the project How is net worth calculated Should we consider only the last financial year or an average of the past three years	Tender Condition prevails.	

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577	Rfp-V1	13 sl no3	kindly give clarification on the following whether the contractor is terminated or false submission of the affidavit or bankrupt from nationalized bank or international banks or reserve bank of india or private banks	Tender Condition prevails.	
578	Rfp-V1	14	according to article 14 of the ktpp act the tender inviting authority cannot cancel the tender without assigning any reasons and kindly confirm whether you will follow ktpp act or not which enables us to decide whether to participate in the tender or not	Yes, reasons shall be recorded, if tender process is canceled.	
579	Rfp-V1	14 sl no 10	This system may be misused at the time of evaluation due to malfunction and political influence therefore we request you to kindly make the technical marks fo 80 marks and financial aspect points will be consider for 20 marks totalling of 100 marks kindly consider L1 bidder as follows if the bidder quotes 1 to 5 lacks give 5 marks if the bidder quotes 5 to 10 lacks lesser give 10 marks if the bidder quotes less than 10 lacks to 15 lacks give 15 marks if the bidder quotes less than 20 lacks give 20 marks	Refer addendum for eligibility criteria and Tender Condition prevails.	
580	Rfp-V1	14 sl no 13	Two different types of conditions mentioned in this tender and	Tender Condition prevails.	

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			contrary to KTPP Act Kindly give clarification on these two conditions		
581	Rfp volume i	14 slno9	you have asked payment breakup in this tender for 25 percentage amount will be effective from the completion of the 24th month and for 75 percentage of the p and d will effect from after completion of 60th month we request you to kindly make 8 packages for c and d and 4 packages for p and d	Tender Condition prevails.	
582	Rfp volume iii	144 sl no 3	when the project work is to be carried out in Bengaluru why should the clearances obtained from Madhya Pradesh Pollution Control Board	Refer addendum for typographical error	
583	Rfp volume iii	145 table 1	the entire table is asking the bidder to go to west Bengal pollution control board is this west Bengal authority covering Karnataka state also	Refer addendum for typographical error	
584	Rfp volume i	16	Kindly give Clarification whether the experience of Private Sector is also considered	Refer addendum for eligibility criteria	
585	Rfp volume iii	165 sl no 9	How is Directory of Swachh Bhopal concerned with this tender	Refer addendum for typographical error	
586	Rfp volume i	18	kindly give detail show many days before we should give request letter to visit the location of the plant	Tender Condition prevails	

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587	Rfp volume i	18 sl no 1 6	As per KPPP and E procument portal guidelines there is no tender will be received by postal cover system We need to submit it in online portal KPPP	Yes agreed and hard copies required to submit shall be as per the tender conditions	
588	rfp	18 sl no 1 point 9	it is mentioned that bidders are encouraged to assess site conditions and data will the authority share environmental impact assessments eias for the sites if the eia process delays construction will the concessionaire receive a timeline extension	Tender Condition prevails	
589	Rfp volume iii	188	after participating in the tender in Bangalore how many cities do you expect the bidder to travel and take approval	Refer addendum for typographical error for the names of statutory authorites.	
590	Rfp volume ii	19 sl no c	what is the existing quantity processed in these facilities kindly provide the details plant wise and location wise	Tender Condition prevails. Refer the Volume-iv PIM	
591	Rfp volume i	20	Kindly give the places or location marked as Transfer station in the 4 packages of tender Kindly share the location of the transfer station before tender submission	Refer the PIM document for the tentative locations of the transfer stations	
592	Rfp volume ii	208	considering recent developments where the government of Karnataka has discontinued arbitration provisions in tenders we request clarification on	Not applicable. Refer the addendum dated 29.11.2024	

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			whether arbitration is applicable to this tender kindly confirm		
593	Rfp volume i	23	First time in the Bengaluru City Integrated tender has been called but you have mentioned in the condition that following Key personnel should worked and have experience in the similar assignment and you have given the marks points on the basis of the key personnel Kindly consider the experience and the marks on the basis of the Contractor Past experience other than the Key personnel experience After awarding of the tender we can deploy these employees Based on the key personnel experience shows that you are favouring some other contractor or company by mentioning these conditions in the tender	NITI Aayog guidelines are followed to consider the marking for Key personnel.	
594	rfp	24 sl no 2 2 4	it is mentioned that The bidder must offer key personnel meeting the required eligibility Can the same key personnel be proposed for multiple packages or must separate teams be proposed for each package	Tender Condition prevails	
595	rfp	25 sl no 2 point 2 point 6	it is mentioned that the bidder or its associate should not have failed to perform or been expelled from any project in the	Refer annexure-iv of the RFP. Tender Condition prevails. Authority has the mechanism to assess the factual status of the bidders	

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			last three years how should bidders substantiate their claims of not being expelled or terminated is a self declaration sufficient or is a certificate from the previous client required will the authority verify this information independently and if so what are the mechanisms for dispute resolution in case of discrepancies		
596	Rfp volume i	28 sl no 2 4	As you said in this condition how can you give 2 packages for one bidder or the participant You have asked in the eligibility criteria for one packages but no one will be eligible for two packages as per your RFP Therefore we should consortium with eligible companies Kindly give detailed clarification	Tender Condition prevails	
597	Rfp volume i	28 sl no 2 5	As per Minimum wages Act Government of Karnataka pertaining to the year 2029 to 2030 how can we get the outcome of the minimum wages act Kindly give the approximate minimum wages to quote exact amount at this time itself	Escalation of 5% year on is mentioned to adjust the price variations. Tender Condition prevails	
598	Rfp volume i	28 sl no 2 6	Before submission of the bid document kindly give the exact date to visit the sites or locations of the plants	Tender Condition prevails. Site visits are conducted as per the schedule	BSWML to review

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599	Rfp volume i	32 sl no 2 11	In the amendment you will mention that you will give amendment before 15 days of the due date of the tender But in page no 31 2 10 1 you mention that Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date Kindly give the Exact clarification when will you give the queries answer and amendment of rfp	Refer the addendum	BSWML may issue the addendum to issue the date of uploading of the Pre bid replies
600	Rfp volume i	37 sl no 2 15 3	Kindly confirm whichever machinery is required for the project other than India or imported from other countries Give clarification whether the estimated cost of excise and import duty was included in the estimation	NO. no excise duties/ import taxes are considered. Bidder need to consider the same for their rates assessment.	
601	rfp	4 1 3 b	As per the clause 4 1 3 b similar assignment for Processing and Disposal write the full description of the clause It is to request that the similar assignment mentioned in the RFP is not in line with NITI aayog and cannot be the same scope of work mentioned to take up in the subject tenders The authority may agree that the similar assignment are to broadly to the	Refer the addendum for the eligibility criteria for similar assignments.	

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			similar processing technologies to process the MSW but not the same scope of tender shall be the similar assignments There are many ULBs including BBMP have taken up the works to process the MSW in a fragmented manner either compost or incineration or MRF orRDF or Bio mining Landfill or Dumpsites or bio Methenation or WTEs The whole quantity of MSW of any ULB have not processed Hence it is not factually correct to consider the similar assignments only those bidders who have the experience mentioned in the RFP From many years and many ULBs and private parties have contributed to process or landfill the msw of the nature of the waste of that ULB Let it may be Hazard waste or Biomedical waste or any Fishery waste The major waste of that ULB is equally important to process By considering the practical approach the private agencies having experience of any processing activity of MSW of the ULB which can be of any process that would have taken to process the MSW or Hazardous wasteor Biomedical waste or E		

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			waste or Fishery wastes to treat and disposed as per the contract conditions need to alllowed to bring more eligible private parties can participate Hence we request to consider any processing technology for any MSW waste as third party agencies of Any ULB In India or Abroad with the combined criteria of all partners of the proposed consortium may be considered		
602	Rfp volume i	41 sl no 2 16 3	Kindly mention for the foreign bidder should have the GST LICENSE in India will be compulsory To get good participation with local partners	Tender Condition prevails	
603	Rfp volume i	42	Percentage of the consortium Lead member will be considered more than 1 percentage of the equal share of the partners it will depend upon the consortium partners	Tender Condition prevails	
604	Rfp volume i	42	If we pledge the own land and get loans form the bank based on the financial capability of the consortium partners can we change the equity share percentage based on the property pledged	Refer the addendum 4	
605	Rfp volume i	42 sl no 2 16 5	We accept 5 percentage escalation for the tender We need clarification on the highest	Tender Condition prevails	

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			percentage rate will be accepted by the BSWML or not		
606	Rfp volume i	42 sl no 2 16 7	Percentage of the consortium Lead member will be considered more than 1 percentage of the equal share of the partners it will depend upon the consortium partners	Tender Condition prevails	
607	Rfp volume i	45	It is the obligation of the bidder before proposal due date to submit or withdraw the bid Why should the bidder need assistance from the authority	Tender Condition prevails	
608	Rfp volume I 2 20	45	In case if you keep the bid security more than 120 days will you give the bank interest as per rbi guidelines	Tender Condition prevails	
609	Rfp bid security	45	In case if you keep the bid security more than 120 days will you give the bank interest as per rbi guidelines	Tender Condition prevails	
610	Rfp volume i	45 sl no 2 19 1	It is the obligation of the bidder before proposal due date to submit or withdraw the bid Why should the bidder need assistance from the authority	Tender Condition prevails	
611	Rfp volume i	52	Whether you will give answer in writing before opening of the financial bid kindly give clarification	Tender Condition prevails	
612	Rfp volume i	52 sl no 2 28 4	Whether you will give answer in writing before opening of the	Tender Condition prevails	

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			financial bid kindly give clarification		
613	Rfp volume i	52 sl no 2 29	In this condition you have right to reject and consider highest ranking bidder and you can ask new financial proposal from that bidder After submitting financial proposal in the kppp portal we donot have option to submit new financial proposal in the portal Kindly give clarification on this whether we need to submit it in portal or by hand	Tender Condition prevails	
614	Rfp volume i	53 sl no 2 30	Kindly give clarification on the exact date and time for execution of the project to 2nd bidder	Tender Condition prevails	
615	Rfp volume i	54 to 67	Kindly reconsider the experience of the bidder or contractor and investment of the project QCBS marks was applied under these section is totally unethical For methodology and technology and work plan also be reconsider Kindly delete the marks fixed for key personnel kindly give marks to financial turnover and net worth of the company or bidder This condition is applied to favour the companies already working in India other than the bidder at present working in BBMP nor in other Municipalities of Karnataka	NITI AAYOG Guidelines followed for QCBS. Tender Condition prevails	

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616	RFP volume i	6	KINDLY extend the time for another 60 days We need to visit the site location or plant visit before submitting the bid and calculate the financial proposal according to the plant	Refer the addendum for the Extension of the submission of the bid	
617	Rfp 3.1.4 similar assignments	62	From past 38 years BBMP contract system arrived in BBMP from then maximum contractor are working is only 2 to 3 wards but in this project you asked 50percentage of the project experience Kindly give relaxation to local contractors can make LLP of 20 members they cant arrive this project percentage Therefore we are requesting you to kindly reduce the percentage Pdd you asked 50 percentage but no where in india no one is worked therefore we kindly request you to reduce the percentage Experience you have asked door to door 50 percentage and P and D 50 percentage Construction and O and M of Bio methanization plant 10 percentage Dry waste process 50percentage all these you are asking therefore kindly ask any one experience in the above projects and percentage should be reduced	Refer the addendum 4 for the eligibility criteria	

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618	Rfp volume i	63	In case we get loan from banks by pledging our property after LOA it will remain 33 percentage of the bid project cost or not kindly give clarification	Tender Condition prevails	
619	Rfp Joint venures	63	Kindly allow minimum 20 members in Joint Venture Consortium Members	Refer the addendum 4 for inclusions of LLP/SPV	
620	Rfp networth	64	Kindly reconsider the percentage of the net worth	Tender Condition prevails	
621	Rfp	64	This shows you already fixed this tender to favouring some other companies Kindly reconsider the percentage of the net worth value depend upon the present value given to the C and T AND P and D Contractors	Tender Condition prevails	
623	Rfp	64	Kindly follow this condition strictly and no relaxation should be given to the bankrupt individuals or associates or companies	Tender Condition prevails	
624	Rfp turnover	65	If the Consortium Partner belong to the Joint Venture Company and the company having board of directors or partners of 20 members then you will consider cumulative turnover of all 20 partners or not	Refer the addendum 4 for inclusions of LLP/SPV	
625	Rfp3.3	65	If you considered 100percentage as a minimum financial proposal amount as per this condition in rfp Why you need the marks as	The financial condition of the bidders must meet at par to eligible for initial qualification and the bidders who meet the minimum criteria shall be awarded the marks based on the QCBS system.	

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			per the experience of the contractor and the key personnel staffs Kindly give clarification which one condition we should follow in this tender	This is as per NITI AAYOG guidelines. Tender Condition prevails	
626	Rfp volume i	65 sl no 3 1 5 d	This is the first project in Bengaluru city for Integrated tender of BSWML give relaxation in turnover and this project is not a rocket science and you are applying stringent condition to the bidders The contractors are working at present have no option to participate in this tender by applying all these financial conditions	Tender Condition prevails. Eligibility criteria has been modified	
627	rfp	66	Kindly give clarification on which basis tender document was prepared in some of the condition you mention that 100 marks will be given to Technical evaluation and in some other conditions in the rfp you will mention that lowest financial proposal will be considered and marks will be calculated as per the bid value In this condition you are mentioning 70 percentage marks for technical evaluation and 30 percentage marks for financial proposal Kindly confirm which condition should be followed in this tender	Tender Condition prevails. NITI AAYOG guidelines are the basis for the RFP document	

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628	rfp	68 sl no 4 point 1	it is mentioned that Fraud and corrupt practices will lead to disqualification What are the specific mechanisms for the Authority to assess and address claims of fraud during the bidding or concession period	Tender Condition prevails	
629	rfp	75	This is unlawful condition We cannot give letter like this	Tender Condition prevails	
630	rfp	nil	in the tender document it is mentioned that the bidder should quote the rates now for the work of door to door collection which will be allotted after 5 years from the date of award of tender how can the bidder know what the minimum wages will be after 5 years and also the cost of vehicles and materials kindly suggest how we should quote	Tender Condition prevails	
631	rfp	nil	infrastructure details are there existing utilities roads electricity water drainage at the provided sites or will the concessionaire need to develop them if any additional infrastructure needs arise will the authority bear the costs or must the concessionaire do so	Tender Condition prevails	
632	rfp	nil	Transition Costs Who will bear the costs of revamping upgrading or repairing existing	Tender Condition prevails	

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			infrastructure handed over to the Concessionaire		
633	rfp	nil	integration of informal sector what are the expectations regarding integrating informal waste pickers into the concessionaire operations is there a government guideline or sop for engaging waste pickers	DWCC are out side the purview of the ISWM hence the informal waste pickers shall be under control of the authority	BSWML to review
634	Rfp volume i	page 29 sl no 2 8	For submission of one bid we have to spend much amount for the documentation and to get certification But in this condition you have mentioned that without any reason you can reject the tender at any time or any stage of the bid by political influence Therefore we request you to kindly give the authenticated details to the bidder for rejection	Reasons shall be posted in case the tenders are canceled	
635	Rfp volume i	page no 12	In this tender for c and t and p and d you have asked 657crores this estimation amount will not meet the present contractors working capital in bbmp or bswml	Bidders are free to assess the capital investment and accordingly decide their working capital for O&M as well decide their quote accordingly. The infrastructure requirement is indicated in the PIM to give the fair idea to the bidder. Tender Condition prevails	
636	Rfp volume i	page no 42 2 16 7	Percentage of the consortium Lead member will be considered more than 1 percentage of the equal share of the partners it will depend upon the consortium partners	Tender Condition prevails	

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637	rfp	rfp	limiting Number of members of JV or Consortium is upto three in the subject RFP however as per the Model Document issued by NITI aaayog vide clause 2 16 7 a There is no limit for the number of members of JV or Consortium Hence we request to allow the number of members of consortium as per the bidders requirements and the elibility criteria has to be consided as combined criteria of all members of the consortium which is as per the NITI aayog model document	Refer the addendum 4 sfor the eligibility criteria	
638	Rfp volume i	rfp	Two oral questions 1 What is the capex per M W and whether BBMP calculated tipping fee for the concessionaire period or not 2 Inview of capex for Wte need capital grant or viability gap funding to support sustainibility or else economics of investor fails	Tender Condition prevails.	
639	Rfp volume i	rfp 2 21	Kindly give the clarification on the ESHS and O and M Security percentage of amount should be given to BSWML	Yes, both are required. Tender Condition prevails	
640	Rfp volume i	schedule 3	Kindly give which condition should be followed as per Schedule 3 mentioned in the Volume 1 page 26 and 2 3 3And Volume 3 Schedule 3 mentioned in the page no12 Which condition	Both volumes need to be referred and follow the conditions mentioned in both volumes.	

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			and standards should be followed in this tender kindly give detailed clarification on this		
641	Rfp volume i	sl no 2 21	There is no such clause mentioned in the 1 point 8 of Schedule of selection process for Special Purpose Vehicle	Tender Condition prevails	
642	Rfp volume i	sl no 2 30	You are misleading the bidders by mentioning conflicted conditions in the RFP under many sections And you are hereby saving the 2nd ranked bidder	Tender Condition prevails	
643	volume ii follow	31	In previous conditions you have asked to produce the documents at the time of bidding itself But here you are mentioning that the detailed report of the project and cost breakup can be given within 3 months period from the date of compliance Kindly confirm which condition should we followed	There are certain documents are asked at the time of submission of the bid and some of the documents were asked to submit as per the tender conditions.	
644	Volume ii	32	Finalized and taken over Secondary Collection Points in the Project Area in consultation with the Authority. Kindly confirm whether we should take it into consideration before bidding or after bidding.	Tender Condition prevails	
645	Volume ii	32	Provided proof of its shareholding pattern evidenced by certificates from the authorised signatory of the Concessionaire.	Tender Condition prevails	

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			Entire bid was called for the overall project it includes every work but you have additionally given this condition it is not necessary.		
646	Volume ii	ii	Real Estate Regulation and Development Act 2016. Why the bidder need to Know the Real Estate Act 2016 in this tender.	Tender Condition prevails	
647	Volume ii	11	2 1 1 Jurisdiction area input quantities are demarked in this tender kindly confirm other than the demarked area will be taken in the future kindly confirm now itself.	Refer PIM and Tender Condition prevails	

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